



REQUEST FOR PROPOSAL
FOR
CONSULTING SERVICES
FOR FINANCIAL AID OPTIMIZATION

RFP NUMBER: BC-21182-VHR

ISSUED: MARCH 23, 2020

Procurement/Issuing Office:

Department of Procurement & Strategic Sourcing
University of Maryland, Baltimore County
Administration Building, 7th Floor
1000 Hilltop Circle
Baltimore, MD 21250

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SOLICITATION SCHEDULE

Issue Date	Monday, March 23, 2020
Deadline for questions regarding Technical Proposal and Procurement Process	Thursday, April 2, 2020 on or before 11:59 pm
Technical Proposal Due Date	Monday, April 20, 2020 at or before 11:59PM Submit Technical Proposal to UMBC Box: Technic.lxswujfvn4tqe2ev@u.box.com
Interview Sessions for ONLY Shortlisted Firms	Anticipated May 21, 2020 (assigned time at UMBC's sole discretion)
Price Proposal Due Date (only from the Final Shortlisted Firms)	Anticipated to be Tuesday, June 2, 2020 on or before 11:59 pm (UMBC Box address to be provided to Final Shortlisted Firms at the time Price Proposals are requested)
Award and Contract fully executed	Anticipated to be no later than June 30, 2020
Contract Commences	July 1, 2020

SECTION I

SCOPE OF SERVICES

1.1 Introduction

The University of Maryland, Baltimore County (UMBC) seeks proposals from qualified consultants to develop, with the assistance and coordination of designated UMBC representatives, a financial aid optimization plan (FAOP). Proposers must be able to provide expertise in developing and implementing strategic pricing and financial aid optimization strategies based on national best practices in public and private education. Proposers must be capable of providing analysis from external national data sources based on historical student yield to determine how the availability of financial aid affects enrollment decisions by prospective students. The UMBC Offices of Enrollment Management and Planning, Financial Services, Financial Aid and Scholarship, Admissions and Orientation (Undergraduate), and Administration and Finance will be involved with the consultant as well as other appropriate campus representatives/offices that may be identified by UMBC and/or the selected consultant. Note: UMBC is open to recommendations from proposing consulting firms for best practices in organizing itself for this engagement (see Section III.B.4 and Section VIII.A.4.2 below).

One of the priorities of UMBC's Strategic Enrollment Plan* is to "continue to employ financial aid optimization as a strategy to enhance undergraduate yield and retention outcomes". The plan must coordinate with and complement UMBC's mission and vision statements as well as the institutional strategic plan which may be found at <https://planning.umbc.edu/strategic-plan/>

It is UMBC's expectation that the plan should outline UMBC's strengths and weaknesses as well as its opportunities and threats related to optimizing its available financial aid. An action plan with performance metrics should also be included in the report.

*Note: UMBC's Strategic Enrollment Plan will be provided to the selected firm only.

The University of Maryland, Baltimore County is requesting proposals from firms to provide janitorial services. Services shall be provided under a Firm Fixed Price (FFP) contract at the main campus, as well as the Columbus Center location.

1.2 Background

Established in 1966, the University of Maryland, Baltimore County (UMBC) is one of twelve institutions that along with two regional centers constitute the University System of Maryland. UMBC is located on 482 acres with 4.2 million gross square feet and only 15 minutes from Baltimore's Inner Harbor and 30 minutes from Washington, D.C. and five minutes from BWI Airport.

UMBC combines the emphasis on teaching found at the best liberal arts colleges with the innovation of a research university. UMBC's students take full advantage of the educational, business, cultural, and recreational resources of Baltimore and Washington, D.C. At UMBC,

students work alongside faculty who are leaders in their fields; think about the hard questions of society, science, and creative expression; and then move beyond the classroom to make a difference.

UMBC is increasingly recognized as a major resource for building the State's economy and addressing its social concerns. More than 70% of UMBC's 77,000 active alumni live and work in Maryland, contributing significantly to the State's economic and social vitality. In Fall 2019, UMBC had 13,602 enrolled students of which 49.8% are minority enrollments from nearly all 50 states and 3% are international enrollments from more than 80 nations, creating a richly diverse student body.

UMBC continues to be recognized for its academic program, innovation, value and campus environment including the following recent rankings:

- *U.S. News & World Report* has again named UMBC a leading U.S. university: the #9 most innovative university and #12 top university for undergraduate teaching in the nation.
- *Times Higher Education* has recognized UMBC as one of the world's top universities. In a new THE impact ranking, UMBC is #3 in the U.S. and #62 worldwide in global social and economic impact.
- *Princeton Review, Kiplinger's Personal Finance, Forbes, Money, and the Fiske Guide to Colleges* have named UMBC a "Best Value" university.
- The latest *U.S. News Best Graduate Schools* rankings include several UMBC graduate programs as among the best in the nation.
- UMBC is the nation's #1 producer of African American undergraduates who go on to complete an M.D./Ph.D. and #2 nationally for African American undergraduates who complete a science or engineering Ph.D.
- According to NSF, UMBC ranks in the country's top 150 universities in federal research and development expenditures, and #12 in NASA funding.
- *The Chronicle of Higher Education* has named UMBC one of the best colleges to work for ten (10) years running.
- UMBC placed in top 3.3% of universities worldwide by the Center for World Universities Rankings (CWUR).

- UMBC is named a 2019-2020 Fulbright Top Producing Institution, an honor granted by the U.S. Department of State's Bureau of Educational & Cultural Affairs.
- Learn more about the latest [UMBC rankings news](#).

UMBC's research expenditures totaled \$90M for fiscal year 2019. UMBC is ranked #148 in federal research funding in the 2018 fiscal year and #173 in total research funding from all sources. UMBC ranked #13 nationally in NASA funding.

1.3 Scope of Services/Work to be Performed

1.3.1 Information Sources:

1. About UMBC <https://about.umbc.edu/>
2. UMBC's Strategic Plan <https://planning.umbc.edu/strategic-plan/>
3. Data that can be found at Institutional Research, Analysis & Decision Support (IRADS) webpage <https://oir.umbc.edu/> including but not limited to:
 - a. Data Book <https://oir.umbc.edu/databook/>
 - b. Reports and Analysis <https://oir.umbc.edu/university-data/>
4. Financial Aid and Scholarships web page <https://financialaid.umbc.edu/>
5. Office of Enrollment Management web page <https://enrollment.umbc.edu/>
6. International Landing Page: <https://international.umbc.edu/>
7. English Language Institute: <http://eli.umbc.edu/>
8. Undergraduate Admissions and Orientation: <https://undergraduate.umbc.edu/>
9. International Education Services: <https://ies.umbc.edu/>
10. UMBC at Shady Grove: <https://shadygrove.umbc.edu/>
11. Summer/Winter Programs at UMBC: <http://summerwinter.umbc.edu/>
12. Other relevant information and/or interviews subsequently identified by the University or requested by the successful Consultant.

1.3.2 Document Review/Assessment/Strategy Development/Goals:

The projected demographic shifts in college-going students has created an increasingly competitive landscape for institutions of higher education. This results in greater aid and total cost sensitivity than ever before for prospective students, their parents/guardians, and other influencers. The purpose of this solicitation is to help identify, recommend and select a consultant to conduct an assessment of UMBC's approach to financial aid leveraging, identifying opportunities for better alignment with the University's new Strategic Enrollment Plan (SEP) (a copy of this SEP will be provided *solely* to the awarded consultant.)

The consultant will lead UMBC in the development of a Financial Aid Optimization Plan (FAOP). The plan will develop, refine, and articulate the University's leveraging award philosophy, goals, objectives, and activities that will result in achieving desired enrollment goals—including important student success markers such as retention and persistence—as well as optimization and maximization of net tuition revenue across the student lifecycle. The plan will include both methods and tools by which the class can be predictively modeled—and enrolled—within the University's strategic priorities. A key goal of this engagement is to become more efficient and effective in leveraging, making every dollar invested work harder on behalf of students and the University

1. Consultant team is to assist UMBC in meeting the following goals: (a) enrollment goals, (2) shaping class/composition relative to college, geographic region, and diversity and (3) net tuition goals.
2. Consultant team is to review the above referenced document sources (1.3.1) to assess and document the current state of financial aid in relation to enrollment at UMBC, and to identify strengths and weaknesses.
3. Consultant team is to provide historical analysis of UMBC and the behaviors of its students, including analysis of historical and current merit- and need-based scholarship programs relative to University goals, industry standards, market trends, and practices among peers and competitors. Opportunities and threats should be identified. This should include opportunities related to national and international best and emerging financial aid optimization strategies, and market trends/economic forces that may influence UMBC's financial aid optimization strategies.
4. Consultant team is to provide a recommended model for financial aid optimization that builds upon demonstrated price sensitivity of admitted students based on appropriate characteristics, such as, but not limited to, ability to pay, academic preparedness, academic discipline, geographic location, etc. Provide predictive modeling query tools to assist in the management and utilization of the financial aid optimization strategy.

5. Consultant team is to analyze and offer feedback on UMBC's current communication regarding financial assistance programs to prospective students (via communication plan, website, etc.)
6. Consultant team is to analyze and offer feedback on UMBC's use of effective communication methods to execute proactive and rapid communication of financial assistance status.
7. Consultant team is to lead UMBC in a process that will result in defining UMBC's desired state for financial aid optimization.
8. Consultant is to develop an action plan, with UMBC, with performance metrics for tracking success. Alternatives should be identified, with assessment of potential resource needs and potential return on investment (ROI). After the university's official census, the consultant will provide a final analysis of the impact of the strategy in achieving the enrollment goals with respect to class size, composition, and net revenue.

1.3.3 Deliverables

The consultant shall provide a written Financial Aid Optimization Plan to the University per the Schedule cited in 1.3.4 below. The plan must include sections that summarize the information collection process, data assessment, results/findings, strategies, goals, conclusions and recommendations, and performance metrics. A non-static dashboard that UMBC can use is desirable.

The consultant shall provide the FAOP in an agreed-upon format to the University. It is anticipated that a minimum of one draft report will be provided to the University for review and comment prior to finalization. A two-week University review period is to be assumed for scheduling purposes.

UMBC shall own all deliverables resulting from this project and must be able to use the deliverables as UMBC deems in its best interest.

1.3.4 Schedule of the Engagement: The **anticipated** schedule for this engagement is as follows:

Contract Award	July, 2020
Initiate Project, Review Documents/Data/Processes/Schedule Interviews	July/August 2020
Conduct Interviews	September 2020
Complete Project and Final Deliverables*	October 2020
Monitor Impact/Adjust Strategy as Needed*	November 2020-May 2021
Evaluate Strategy Impact*	June-July 2021

(*Proposers are to address the Schedule and Project Plan as part of their Technical Proposal.

See Section II, Paragraph 2.2.3 below)

1.3.5. University Responsibilities:

- a. The University will designate a University representative as the point of contact with the consultant.
- b. The University will schedule the interviews on campus.
- c. University will provide meeting spaces, as needed.
- d. University will not pay in advance for any services, however, it may consider progress payments as milestones are met and deliverables are approved by UMBC.

1.3.6. Contract Term: Contract is to be issued for a period of one (1) year from date of award. There will be two (2) 1-year renewal options to be exercised at the University’s sole discretion.

SECTION II

TECHNICAL PROPOSAL SUBMITTAL FORMAT

2.1 Introduction

All proposals shall be organized in accordance with the format listed below. Proposers should describe in detail and provide evidence supporting the qualifications requested below. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and may result in disqualification. Non-conforming and non-responsive proposals may be rejected at the discretion of the University's Procurement Department.

This is a phased procurement. (See Section III. for details on each phase.)

Initially, all proposers are *required to first submit only a Technical Proposal without a Price Proposal.* (See Section 2.2 below for the required contents of the Technical Proposal.) The technical proposal shall be submitted via email to the Box address provided in the Solicitation Schedule. File names for the documents are to include the RFP number and the Proposer's name. Proposals are to be paginated for ease of use by the University.

2.2 Proposing Firm's Technical Proposal Response Requirements

Proposers are requested to compile the Technical Proposal in the order listed in this Section II. 2.2. Proposers shall submit the following information:

2.2.1 Cover: A cover letter signed by an officer or member authorized to bind the firm to the Technical Proposal contents. . The cover letter shall include the name, address, and email address for the contact from the proposing firm for the solicitation.

2.2.2. Proposer's Staffing:

- a. ***Staffing Plan:*** Submit a staffing plan for this engagement that includes:
 - Name and title of the Lead Consultant;
 - Name(s) and title(s) for each person on the team;
 - A summary description of the role and responsibilities for each team member;
 - Anticipated time commitment for each team member, and,
 - Other workload that each person proposed will have during UMBC's engagement.

b. **Lead Consultant:** Provide a **complete resume** for the proposed Lead Consultant (i.e. the person who will be UMBC's primary point of contact and will lead/manage the consulting team's efforts) detailing this person's qualifications and experience suitable for the UMBC engagement.

For the experience, three (3) engagements (in which the person was the Lead Consultant) performed for higher education institutions with a similar scope are to be included with the following information:

- An **informative** description of the financial aid optimization work performed and dates of engagement,
- Institution's Name,
- Contact Person and Title,
- Contact Phone Number, and
- Contact Email Address.

Note #1: It is preferable that the client references for the Lead Consultant are the same as those provided for the consulting firm in 2.2.4 below.

Note #2: This information will be used by the University to conduct reference checking on the lead consultant. References may be contacted at any time during the procurement process. The references will be held in the strictest of confidence by the University. The University may also conduct reference checking from other available sources.

c. **Other Key Personnel:** Provide resumes for other proposed *key* staff detailing qualifications and experience suitable to the UMBC engagement.

2.2.3 **Methodologies/Work plan/Timeline:**

- a. Describe your firm's proposed methodologies and processes to achieve the required scope of services. (i.e. data collection, external and internal environment research, workshops, interviews, etc.)
- b. Describe your firm's expectations of UMBC including, but not limited to, the internal organization of working groups, etc.
- c. In chart form, provide a recommended schedule for the engagement that includes a resource-loaded timeline of tasks** associated with the provision of the requested services. This chart shall include, but is not limited to, the following:
 - Estimated hours associated for each task by each applicable team member; and,
 - Key milestones of the project

- Overall duration of the engagement for the initial scope of work
(**See Appendix B for a sample resource-loaded timeline chart.)

2.2.4. Consulting Firm’s Profile/Experience/Client References: Summary of the qualifications and experience of **the firm related to similar engagements:**

a. ***Overall Firm Profile and Experience:***

Firm Profile: Provide a brief narrative describing your firm’s history, ownership, business focus, and overall qualifications to provide the requested scope of services. (Limit of 2 pages with font size no smaller than 11 point)

Financial Aid Optimization Processes/Practices: Provide a brief narrative describing your firm’s experience regarding:

1. FAOP processes and practices in higher education,
2. Advising strategies that are specific to an institution, and
3. Applying national best practices.

(Limit to no more than three (3) pages with font size no smaller than 11 point.)

b. **Specific Client Experience and References for the Consulting Firm:**
Provide information noted below on each of three (3) engagements performed for higher education institutions with a similar scope:

1. Name of the institution,
2. Informative description of the work performed (please be as detailed as possible as to the FAOP services provided to the institution),
3. Dates of engagement,
4. Name of the lead consultant (higher consideration given if this person is also proposed in 2.2.2 above for the UMBC engagement in this role)
5. Approximate cost/fee, and
6. Sample illustrative sections from the resulting report.

2.2.5 Bid/Proposal Affidavit – See Section IV.

2.3 Technical Proposal Due Date/Time: All responses shall be submitted electronically by the established due date and time to the Box address provided in accordance with the Solicitation Schedule. Proposers should receive an automatically generated verification from Box when the technical proposal file has been successfully uploaded. Proposers that do not receive verification should immediately contact Valerie Rolandelli of the

Procurement Office (410-913-0137) or email (vroland@umbc.edu) to confirm that their response has been received.

SECTION III EVALUATION PROCESS

3.1 Evaluation Overview

Proposals must meet the requirements as stated in this document. Proposals that fail to meet one or more of the criteria may be ineligible for award. The University may make any investigations deemed necessary to determine the ability of the firm to provide the work as specified herein.

The solicitation evaluation involves an iterative evaluation process through a number of different phases by an evaluation committee. Shortlists may result after each phase of the procurement. The initial technical evaluation encompasses the review of the written technical proposal. The second technical evaluation incorporates information from the Interview Session and references (both firm references and Key Personnel references). The last phase is the review of the price proposal. All firms will be notified if they are not shortlisted for a particular phase. The final proposal rating will be based on the second phase technical evaluation and the price proposal evaluation. Technical merit will have a much greater weight than cost.

The University will choose from among the highest rated proposals that proposal which will best serve the interests of the University and the State, in accordance with University procurement policies. The University reserves the right to negotiate or modify any element of the request for proposal evaluation process to secure the best possible arrangement for achieving the stated purpose. The University reserves the right to make an award with or without negotiations. The final decision will not be based upon price alone.

3.2 Initial Technical Evaluation - Technical Proposals

An Initial Technical Evaluation of the Technical Proposals will be conducted by a University Selection and Evaluation Committee.

The Committee shall conduct its evaluation of the technical merit of the proposals in accordance with the evaluation criteria (See Section II, Paragraph 2.2). The order of importance of the evaluation criteria is:

1. Proposer's Staffing Plan/Qualifications of Lead Consultant
2. Methodologies/Work Plan/Timeline
3. Proposer's Firm Profile/Experience/Client References

Proposals are evaluated to determine which proposal(s) is (are) most advantageous to the University. The process involves applying the evaluation criteria in the RFP. Based on the results of the initial technical evaluation, the University will develop a short list of firms that are deemed most qualified to perform the services required under this Contract who will advance in the procurement.

Those proposers not deemed susceptible of the award and not short listed will be advised and will not progress further in the procurement.

3.3 Interview Sessions and Second Technical Evaluation

Upon completion of the evaluation of the written technical proposal, the University will contact short listed proposers to schedule an Interview Session at the University. Only those Proposers who are shortlisted as a result of the initial technical evaluation will be requested to attend an Interview Session at the University. The date and time for these sessions will be set upon completion of the initial technical evaluation. However, it is anticipated that the Interview Sessions will be conducted on the dates provided in the Solicitation Schedule. Each firm will be required to have the Lead Consultant attend (**preferably in person**) the interview. Proposers are advised to set aside the entire date on this individual's calendar as well as all other proposed key personnel to avoid any conflicts. It is desirable that all proposed key personnel attend in person, but teleconferencing may be able to be accommodated at UMBC's sole discretion. At the time these sessions are scheduled, the University will confirm in writing with each Proposer the specifics of these sessions, including the date and time. Due to scheduling timeframe, shortlisted Proposers will not be able to choose their time and/or date for these sessions. These sessions are anticipated to be 60-90 minutes in duration

The purpose of the interview includes the following:

- Provide the University the opportunity to meet the Lead Consultant and the other key personnel;
- Provide the shortlisted firms with the opportunity to convey their expertise and experience and the application thereof to UMBC's engagement, and,
- Provide the shortlisted firms with the opportunity to convey their recommended/ proposed methodologies, staffing, and timeline.

Shortlisted firms, therefore, are to be prepared as follows:

- Introduce its team with each person presenting him/herself including a summary of his/her background, and their role on the UMBC project; and,
- As a team, convey thoughts and perspective on the (a) UMBC engagement and how their experience and expertise can be applied to it; (b) its proposed methodologies and content of the FAOP, and (c) project schedule.

Note: The interview sessions are not to be marketing sessions, as UMBC would be familiar with the consulting firm and its current/prior clients via the written technical proposal. Rather, these sessions are to be specifically tailored to UMBC's engagement. It is expected that the

proposed key personnel are the primary spokespeople for the firm. Marketing staff and/or high level executives may attend, but are not to dominate the discussion/interview.

Following the Interview sessions, a Second Phase Technical Evaluation will be conducted. In the Second Phase Technical Evaluation, all information provided by the Proposer in both the initial technical proposal and the Interview session will be evaluated. A second shortlist will result from this evaluation.

Upon completion of the second phase technical evaluation, proposers will be notified as to the results; that is, whether their firm is included or not on the second shortlist. Further information may be requested by the University during the technical evaluation process and a Best & Final Technical phase may be conducted.

3.4 Price Proposal

After completion of the Second Technical Evaluation, only Proposers who remain shortlisted based on the second phase technical evaluation will be requested to submit a Price Proposal. A sample Price Proposal Form is provided in Appendix B. (Note: This form may be revised as the procurement progresses. The final form to be submitted will be issued to those Proposers who remain shortlisted following the interview sessions.)

3.4.1 Overview: It is the University's intent to award a single Consultant Contract for the requested services.

In addition, quoted hourly rate(s) for each person/position on the proposed consultant team will be requested. During the course of the engagement or subsequent to completion or in renewal years, if any, UMBC may request additional services. If so, the selected firm will be requested to provide a proposal based on a level of effort (number of hours per task and positions) and the quoted hourly rates for the requested additional services.

3.4.2 Price Proposal Form: It is anticipated that the price proposal form will include the following:

- Quoted lump sum, fixed fee for the initial engagement (through completion of FAOP final deliverable in October 2020);
- Not-to-exceed fee for the follow up monitoring and evaluation (November 2020 to July 2021);
- Fully burdened hourly rates for each staff member/role on the proposed team, and,
- Not-to-exceed costs for reimbursables: Provide a not-to-exceed (NTE) price for reimbursable expenses. The items noted below are considered reimbursable by the University to the consultant. All other expenses are to be included in the proposer's fee for this engagement and quoted hourly rates.

- Air Fares and/or Rail Fares (coach class only) at actual cost;
- Mileage in excess of 50 miles, one-way from UMBC at the then current University rate (Currently \$0.57.5 per mile);
- Meal reimbursement when in area for on-campus meetings only per the then current USM rates (currently \$56.00/day per diem).
- Transportation to and from hotel to campus via taxi or car sharing (excluding car rentals).
- Hotel costs for room rate and applicable taxes only.

The price proposal shall be submitted via email to a Box address that will be provided to the Final Shortlisted Firms. File names for the documents are to include the RFP number and the Proposer's name.

The Price Proposal Form shall be filled out completely inclusive of any attachments that may be requested by the University. Please note, that no changes, alterations or additions to the Price Proposal Form are permitted, however, Proposers may provide a list of assumptions on which their Price Proposal is based. Price Proposals will not be opened publicly. The 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 witnessed. If the Form is not signed by an officer, a copy of the portion of the by-laws or board resolution, duly certified by the corporate secretary, must be attached that shows the authority of the person that signed on behalf of the corporation.

The University may elect to request Best & Final Price Proposals.

SECTION IV GENERAL INFORMATION

4.1 Due Date and Time

The Technical Proposal shall be submitted via email to the Box address provided in the Solicitation schedule with the email time log no later than the date and time indicated in the Solicitation Schedule.

Price Proposals will only be requested from those proposers who are shortlisted following the second phase technical evaluation per the RFP. 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 as provided in the Solicitation Schedule.

Proposers shall allow sufficient time in submitting responses to the RFP to ensure timely receipt by the Issuing Office via the Box site. Proposers should receive an automatically generated verification from Box when the file has successfully uploaded. Proposers that do not receive verification should immediately contact the Issuing Office to confirm that their response has been received. Proposals or unsolicited amendments to proposals arriving after the due date and time will not be considered.

4.2 Late Proposals

Any proposal, request for modification, or request for withdrawal that is not received at the designated location, time, and date set forth in the Solicitation Schedule will be deemed late and will not be considered. Delivery of the proposal to the specified location at the prescribed time and date is the sole responsibility of the proposer.

4.3 Multiple/Alternative Proposals

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

4.4 Modifications and Withdrawals of Proposals

Withdrawal of, or modifications to, proposals are effective only if written notice is filed to the Issuing Office prior to the time proposals are due. A notice of withdrawal or modification to a proposal must be signed by an officer with the authority to commit the company.

No withdrawal or modifications will be accepted after the time proposals are due.

4.5 Pre-Proposal Conference

A Pre-Proposal Conference will not be held in conjunction with this procurement.

4.6 Issuing Office

The Issuing Office shall be the sole point of contact with the University for purposes of the preparation and submittal of the RFP proposal. The Issuing Office is:

University of Maryland, Baltimore County
Department of Procurement & Strategic Sourcing
Administration Building, 7th Floor
1000 Hilltop Circle
Baltimore, Maryland 21250

All questions on this procurement are to be directed via email to the following individuals:

Valerie Rolandelli: vroland@umbc.edu or Elizabeth Moss: emoss@umbc.edu

4.7 Questions, Inquiries, Clarifications, and Addenda

Questions and inquiries shall be submitted to the Issuing Office no later than the date and time indicated in the Solicitation Schedule.

Should a Proposer find discrepancies in the RFP documents, or be in doubt as to the meaning or intent of any part thereof, the Proposer must, prior to the question deadline listed in the Solicitation Schedule, request clarification in writing from the Issuing Office, who will issue a written Addendum to the Contract. Failure to request such clarification is 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.

Oral explanations or instructions will not be binding; only written Addenda will be binding. Any Addenda resulting from these requests will be posted on the University's bid board. The Proposer shall acknowledge the receipt of all addenda in the Acknowledgement of Receipt of Addenda Form.

4.8 Site Investigation

By submitting a proposal the Proposer acknowledges that the Proposer has investigated and been satisfied as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, and electric power. Any failure by the Proposer to become acquainted with the available information will not relieve the Proposer from responsibility for estimating properly the cost of successfully performing the work. The University shall not be responsible for any conclusions or interpretations made by the Proposer of the information made available by the University.

4.9 Right to Reject Proposals and Waive Irregularities

The University reserves the right to reject either all proposals after the opening of the proposals but before award, or any proposal, in whole or part, when it is in the best interest of the State of Maryland. For the same reason, the University reserves the right to waive any minor irregularity in a proposal.

4.10 Cancellation of the RFP

The University may cancel this RFP, in whole or in part, at any time before the opening of the proposals.

4.11 Proposal Acceptance

The University reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP; to waive minor irregularities; or to negotiate with all responsible proposers, in any manner necessary, to serve the best interest of the University. Further, the University reserves the right to make a whole award, multiple awards, a partial award, or no award at all.

4.12 Confidential/Proprietary Information

Proposers should give specific attention to the identification of those portions of their proposals 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 State under the Public Information Act, General Provisions Article, Title 4 of the Annotated Code of Maryland.

Proposals are not publicly opened. Proposers must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret. It is not sufficient to preface the entire proposal with a proprietary statement.

4.13 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 & Procurement Article of the Annotated Code of Maryland which requires that every business which enters into contracts, leases or other agreements with the University and receives in the aggregate \$200,000, or more, during a calendar year shall, within 30 days of the time when the \$200,000 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.

4.14 Arrearages

By submitting a response to this solicitation, a firm shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits and that it shall not become so in arrears during the term of the contract if selected for contract award.

4.15 Incurred Expenses

The University will not be responsible for any costs incurred by any firm in preparation and submittal of a proposal.

4.16 Debriefing of Unsuccessful Proposers

A debriefing of an unsuccessful proposer shall be conducted upon written request submitted to the procurement officer within 10 days after the proposer knew or should have known its proposal was unsuccessful. The debriefing shall be limited to discussion of the unsuccessful proposer's proposal only and shall not include a discussion of a competing proposer'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.

4.17 Maryland Public Ethics Law

The Maryland Public Ethics Law prohibits, among other things: State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from (i) submitting a bid or proposal, (ii) negotiating a contract, and (iii) entering into a contract with the governmental unit with which the individual is affiliated per the Maryland Code, General Provisions Article, Title 5, Subtitle 5.

If the proposer has any questions concerning application of the State Ethics Law to the proposer's participation in this procurement, it is incumbent upon the proposer to seek advice from the State Ethics Commission: Executive Director, State Ethics Commission, 45 Calvert Street, 3rd Floor, Annapolis, Maryland 21401, 410-260-7770, 877-669-6085.

The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the proposer 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.

4.18 Use of Affiliates to Avoid Taxation on Income from State Contracts

Contractor agrees that it will not reduce its income subject to tax by claiming a deduction for royalty or similar payments for trademarks, trade names, or intangible property that shift income from the contractor to an affiliated entity that does not file Maryland income tax returns. Contractor agrees that any affiliated entity receiving such payments is doing business in Maryland and is required to file Maryland income tax returns. Contractor agrees that during the course of this contract: (1) it shall not make any such royalty or similar payments to any affiliated company; but (2) 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 may claim a deduction against Maryland income tax for such payments only if the affiliated company receiving the royalty or similar payment files its Maryland income tax return 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.

4.19 Payments to Contractors by Electronic Funds Transfer

If the annual dollar value of this contract will exceed \$200,000.00, the Proposer is hereby advised that electronic funds transfer (EFT) will be used by the State to pay the Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants the Contractor an exemption.

By submitting a response to this solicitation, the Proposer agrees to accept payments by EFT. The selected Proposer shall register using form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

The form is available as a pdf file on the web site of the General Accounting Division of the Comptroller of Maryland:
http://comptroller.marylandtaxes.gov/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf

4.20 Minority Business Enterprise Notice

Minority Business Enterprises are encouraged to respond to this solicitation.

4.21 Insurance Requirements

The selected Contractor shall defend, indemnify, and save harmless the State of Maryland, the University System of Maryland, the University of Maryland, Baltimore County and each of their officers, employees, and agents, from any and all claims,

liability, losses and causes of actions which may arise out of the performance by the Contractor, employees or agents, of the services covered by the contract.

The selected Contractor shall secure, pay the premiums for, and keep in force until the expiration of the term of the contract, including renewals, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under the contract:

- Comprehensive General Liability Insurance including all extensions:
 - \$2,000,000 each occurrence;
 - \$2,000,000 personal injury;
 - \$2,000,000 products/completed operations;
 - \$2,000,000 general aggregated
- Workers Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland
- Owner's Landlord's and Tenant's and Contractor's bodily injury liability insurance, with limits of not less than \$500,000 for each person and \$2,000,000 for each accident
- Property damage liability insurance with a limit of not less than \$2,000,000 for each accident
- Automobile bodily injury liability insurance with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident, and property damage liability insurance, with a limit of not less and \$2,000,000 for each accident
- Professional Liability with a limit of not less than \$1,000,000

At the time the contract is made, the Contractor shall provide the University with evidence of payment in full of the above insurance coverage throughout the entire term of this contract. Any renewal term under the contract shall also include evidence of payment in full of the above insurance coverage through the entire term of the renewal.

The Contractor shall furnish the University with a certificate of insurance as evidence of the required coverage. For all insurance, except for worker's compensation and professional liability insurance, the insurance certificates shall specifically identify the materials and equipment, and shall name the University of Maryland, Baltimore County, the University System of Maryland, and the State of Maryland as an additional insured.

The Contractor shall not start work under the awarded contract until the Contractor has obtained at its own expense all of the required insurance and the insurance coverage 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.

The Contractor shall require all subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers Compensation, in the same manner, including the additional insured requirements as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the University immediately upon request.

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.

All required insurance policies 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 forty-five (45) days prior written notice has been given to the University of Maryland, Baltimore County".

No acceptance 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.

The required insurance coverage shall be in force throughout the Contract Term. Should the Contractor fail to provide acceptable evidence of current insurance within ten (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.

All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the University. The insurers must have a policy holders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.

4.22 Payment and Performance Bonds

Not applicable to this procurement.

APPENDIX A

Technical Proposal Forms

RFP NO.: BC-21182-VHR

RFP FOR: FINANCIAL AID OPTIMIZATION CONSULTING SERVICES

TECHNICAL PROPOSAL DUE DATE: Monday April 20, 2020 on or before 11:59 p.m.

NAME OF PROPOSER: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No. _____ dated _____

Signature _____

Printed Name _____

Title _____

Date _____

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, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test, 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 names of persons 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;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and

- (ii) Decision became final; or
- (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review; or
- (15) 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)—(14) of this regulation, 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 names of the persons 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. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

N. 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)

APPENDIX B

SAMPLE RESOURCE LOADED TIMELINE

(Issued as Excel spreadsheet separately from main body of the RFP)

APPENDIX C

UMBC CONSULTING CONTRACT

By submitting a proposal in response to this solicitation, Proposer affirms that it will executed this contract in substantially the same form. UMBC is under no obligation to negotiate terms and conditions of the Contract but may do so if deemed in its best interest.

Contract# _____

CONTRACT FOR CONSULTANT SERVICES

BETWEEN

THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY

AND

By this Contract, made as of the ___ day of _____, 2019, by and between The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland and an instrumentality and an agency of the State of Maryland (“University”, “UMBC” or “State”) located at 1000 Hilltop Circle, Baltimore, Maryland 21250 and, _____ a _____ organized and existing under the laws of the State of Maryland and having a principal _____ place _____ of _____ business _____ at _____ (“Consultant”), the parties hereby agree as follows:

Consultant represents that it has expertise providing certain services (“Services”) as more fully described in the attached Exhibit A - “Scope of Work”. Based on Consultant’s expertise and experience, University wishes to engage the consulting services of Consultant, and in consideration of the covenants and agreements set forth herein.

1 CONSULTING SERVICES

1.1 Engagement of Consultant. University hereby engages Consultant to perform the Services described in Exhibit A, and consultant hereby accepts the engagement, and agrees to perform the Services upon the terms and conditions set forth herein.

1.2 Term. The engagement of Consultant hereunder shall commence on _____ and end on _____, _____, unless terminated sooner in accordance with the provisions of this Agreement. This Contract may be renewed _____ at the sole option of the University. A new Purchase Order will be issued for each renewal term. All terms and conditions of this Contract shall remain in effect for all subsequent renewal terms. The schedule of renewal years shall be as follows: _____

- 1.3 Delivery and Completion Schedule. Consultant agrees to perform the Services in the time frames set forth in the attached Exhibit A and otherwise specified by University. Consultant understands that TIME IS OF THE ESSENCE in performing the Services.
- 1.4 Consultant's Representations. In the performance of Consultant's duties under this Agreement, Consultant shall adhere to the highest fiduciary standards, ethical practices and standards of care and competence. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of University. Consultant agrees to comply with all applicable Federal, State and local laws and regulations.

2 INDEPENDENT CONTRACTOR

- 2.1 The relationship of the Consultant to University is that of an independent contractor and nothing herein shall be construed as creating an employment or agency relationship. The Consultant may adopt such arrangements as he/she may desire with regard to the details of the Services performed hereunder, the hours during which the Services are to be provided, and the place or places where the Services are to be furnished, provided that the Services shall be performed in a manner calculated to attain the most satisfactory results for University.
- 2.2 Consultant shall not be entitled to any benefits accorded to University's employees including, without limitation, worker's compensation, disability insurance, vacation or sick pay. Consultant shall be responsible for providing, at Consultant's expense, disability, worker's compensation or other insurance as well as licenses and permits usual or necessary for conducting the services hereunder. Consultant shall be obligated to pay any and all applicable local, state and federal payroll and other taxes incurred as a result of Consultant's fees hereunder. Consultant hereby indemnifies University for any claims, losses, costs, fees, liabilities, damages or penalties suffered by University arising out of Consultant's breach of this provision.
- 2.3 Consultant shall not be considered an agent of University for any purpose whatsoever, nor shall Consultant have the right to, and shall not, commit University to any agreement, contract or undertaking. Consultant shall not use University's name in its promotional material or for any advertising or publicity purposes.
- 2.4 The Consultant's Federal Tax Identification Number or, where applicable, Social Security Number is:

3 CONSULTING FEES AND EXPENSES

3.1 Consulting Fees.

3.1.1 University shall pay Consultant at the rate indicated in the attached Exhibit A, for time actually spent on the Services and for the period set forth herein. The total fees payable to consultant shall not exceed \$_____, payable at the rate of \$_____ per hour.

3.1.2 The fees set forth herein includes all costs of operation, including benefits attributable to payroll, overhead, wages and salaries of Consultant's employees, if any, and all applicable taxes.

3.1.3 Consultant shall submit invoices to University upon completion of the milestones set forth in Exhibit A. To the extent University may reasonably require, consultant shall support each invoice with justification for Services performed. Invoices shall include the Contract Number noted above, as well as the applicable Purchase Order number, and shall be submitted for approval to University at the above-referenced address. After the University has approved the invoice, payment will be due within thirty (30) days of receipt of the invoice.

3.2 Expenses.

3.2.1 Consultant shall be entitled to reimbursement by University of certain business expenses and costs described in the attached Exhibit A, if any. If consultant is required to travel, it must first obtain University's written consent. Time spent in local travel to and from University's offices shall not be considered time worked. All reimbursable expenses will be paid at actual costs with no mark-up permitted. Total estimated expenses not to exceed \$_____.

3.3 Audit Rights.

3.3.1 Consultant agrees that, during the term of this Contract and for a period of three years after its termination, University shall have access to and the right to examine any directly pertinent books, documents, and records of Consultant relating to the invoices submitted by Consultant pursuant to this Agreement.

4 OWNERSHIP OF INTELLECTUAL PROPERTY

4.1 Consultant agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions, and all other information and items made during the course of this Contract and arising from the Services (hereinafter referred to as “New Developments”) shall be and are assigned to University as its sole and exclusive property. Consultant agrees to promptly disclose to University all such New Developments. Upon University’s request, Consultant agrees to assist University, at University expense, to obtain patents or copyrights for such New Developments, including the disclosure of all pertinent information and data with respect thereto, the execution of all applications, specifications, assignments, and all other instruments and papers which University shall deem necessary to apply for and to assign or convey to University, its successors and assigns, the sole and exclusive right, title and interest in such New Developments. Consultant agrees to obtain or has obtained written assurances from its employees and contract personnel of their agreement to the terms hereof with regard to New Developments and Confidential Information.

4.2 Consultant warrants that Consultant has good title to any New Developments, and the right to assign New Developments to University free of any proprietary rights of any other party or any other encumbrance whatever.

5 CONFIDENTIALITY AND NON-DISCLOSURE

5.1 Consultant acknowledges that in performing the Services hereunder, University may have to disclose to consultant orally and in writing certain confidential information that University considers proprietary and has developed at great expense and effort. As used herein, the term “Confidential Information” means any scientific or technical data, marketing, operating, financial, business or any other information, design, process, procedure, formula or improvement in written, printed, graphic, or electronically recorded materials, that is commercially valuable to University and not generally known in the industry. Consultant further acknowledges that the Services and any deliverables may incorporate Confidential Information. Consultant agrees that all items of confidential Information are proprietary to University and shall remain the sole property of University.

5.2 Consultant agrees as follows:

5.2.1 To use the Confidential Information only for the purposes described herein; to not reproduce the Confidential Information; to hold in confidence and protect the Confidential Information from dissemination to and use by anyone not a party to this Agreement; and to not use the Confidential Information to benefit itself or others.

- 5.2.2 To restrict access to the Confidential Information to personnel of Consultant who (i) have a need to have such access and (ii) have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement.
- 5.2.3 To return all Confidential Information in Consultant's possession upon termination of this Contract or upon University's request, whichever occurs first.
- 5.2.4 To hold in confidence information and materials, if any, developed pursuant to the Services hereunder.
- 5.3 Consultant acknowledges and understands that UMBC is required to protect certain Confidential Information from disclosure under applicable law, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), the Gramm Leach Bliley Act ("GLBA"), General Data Protection Regulation, ("GDPR") or the Maryland Public Information Act ("PIA"), including regulations promulgated thereunder (collectively the "Privacy Laws"). The Confidential Information that is protected under FERPA was provided to the Consultant as it is handling an institution service or function that would ordinarily be performed by UMBC's employees. Consultant agrees that it shall be obligated to protect the Confidential Information in its possession or control in accordance with the Privacy Laws and as a "school official" under FERPA. The Consultant further agrees that it is subject to the requirements governing the use and re-disclosure of personally identifiable information from education records as provided in FERPA. Consultant expressly warrants and represents that it shall not use the student information or educational records provided by UMBC for any purpose other than to comply with the terms of this Contract with UMBC. Consultant shall indemnify and hold harmless UMBC 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. Consultant will, upon discovery, or receipt of notice, of a potential, or actual, material unauthorized disclosure of educational records, immediately report said occurrence to UMBC. Consultant will work with UMBC to remediate the unauthorized disclosure (or anticipated unauthorized disclosure) at the expense of Consultant. The terms of the remediation are the sole and exclusive determination of UMBC.
- 5.4 The provisions of this Paragraph 5 shall survive termination or expiration of this Contract and shall continue for so long as the material remains confidential.

6 INSURANCE/INDEMNIFICATION

- 6.1 Consultant represents that it now carries, and agrees it will continue during the term of this Contract to carry, as a minimum: Worker's Compensation, Commercial General and

Contractual Liability and Comprehensive Automobile Liability insurance in the following amounts:

Worker's Compensation	Statutory
Comprehensive General Liability:	
Bodily Injury and	\$500,000 each person
Property Damage	\$1,000,000 each occurrence
Comprehensive Automobile Liability:	
Bodily Injury and	\$500,000 each person
Property Damage	\$1,000,000 each occurrence

In addition to the above mentioned coverage, Consultant shall maintain in force, for the duration of this contract, errors and omissions liability insurance appropriate to the consultant's profession. Coverage as required in the paragraph shall apply to liability for a professional error, act, or omission arising out of the scope of the consultant's services as defined in this contract. Coverage shall be written subject to limits of not less than \$1,000,000 per loss.

- 6.2 Consultant shall provide certificates of insurance evidencing the above-described coverage. Such certificates shall include a statement indicating that University shall receive fifteen (15) days notice of cancellation of any of the policies which may affect University's interest and a statement confirming that University has been named an additional insured.
- 6.3 Consultant shall indemnify, defend and hold harmless University, its officers, employees, agents, and members from and against all claims, demands, losses, costs, expenses, obligations, liabilities, and damages, including, without limitation, interest, penalties, and reasonable attorney's fees and costs, that University may incur or suffer and that arise, result from, or are related to any breach or failure of consultant to perform any of its representations, warranties and agreements contained in this Agreement.

7 CONFLICT OF INTEREST

Consultant affirms that to the best of its knowledge there exists no actual or potential conflict between Consultant's family, business or financial interest or its Services under this Agreement, and, in the event of change in either its private interests or Services under this Agreement, it will raise with University any question regarding possible conflict of interest which may arise as a result of such change.

8 MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Consultant's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Consultant and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination,. The Consultant shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Consultant as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

9 TERMINATION FOR DEFAULT

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

10 TERMINATION FOR CONVENIENCE

The performance of work under this Contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this Contract that the Consultant has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Consultant shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination

hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

11 **DISPUTES**

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

12 **NONDISCRIMINATION**

The Consultant shall comply with the nondiscrimination provisions of federal and Maryland law.

13 **ANTI-BRIBERY**

The Consultant certifies that, to the Consultant's best knowledge, neither the Consultant; nor (if the Consultant is a corporation or partnership) any of its officers, directors, or partners; nor any employee of the Consultant who is directly involved in obtaining contracts with the State or with any county, city, or other subdivision of the state, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

14 **GOVERNING LAW**

This Contract is governed by and shall be construed under the laws of the State of Maryland. All parties to this Contract hereby voluntarily submit to the jurisdiction of the Courts of the State of Maryland for any legal proceeding arising out of or relating to this Contract. UMBC does not recognize any obligation to, and will not submit to, binding arbitration of disputes nor subject itself to the rules, regulations or procedures of any labor organization, guild or institute.

15 **WAIVER OF JURY**

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

16 **ENTIRE AGREEMENT**

- 16.1 This Contract and the University Purchase Order (collectively referred to as the “Contract” or “Agreement”) constitute 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. Further, incorporated herein by reference are the terms and conditions stated in [RFP or bid], any amendments or addenda thereto and Consultant’s response to aforementioned RFP. This Contract is intended by the parties as the final expression of their agreement and may not be contradicted by evidence of any prior to contemporaneous agreement.
- 16.2 Modifications. This Contract may not be modified, changed or supplemented, nor may any obligations hereunder be waived or extensions of time for performance granted, except by written instrument signed by both parties.
- 16.3 Assignment. This Contract and the rights, duties, and obligations hereunder may not be assigned or subcontracted by Consultant without the prior written consent of University.
- 16.4 Partial Invalidity, Waiver and Severability. 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. No waiver of any provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, no shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. If any provision of this Agreement becomes or is deemed to be invalid, illegal or unenforceable, the parties shall meet to discuss such provision. If such provision cannot be amended without materially altering the intention of the parties, it shall be deleted and the remainder

of the Agreement and the related documents pursuant hereto shall remain in full force and effect. In the event of a conflict between the provisions in the body of the Agreement and any attachments, the provisions in the body of this Agreement will control.

16.5 Notices. Any notice required to be given hereunder shall be deemed to have been given either when served personally, facsimile, or when sent by first class mail addressed to the parties at the addresses set forth in this Agreement.

16.6 The parties signing this Agreement warrant that he/she signs as duly authorized representative of his/her respective organizations.

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.

University of Maryland Baltimore County

Consultant

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Statement of Work (SOW)

1. **PROJECT TITLE:**

2. **GENERAL DESCRIPTION:**

3. **OBJECTIVES:**

4. **SPECIFIC TASKS:**
 - a.
 - b.
 - c.

5. **CONSULTANT INFORMATION:**

6. **DELIVERABLES:**

7. **CONTRACT TERM:**

The term of the contract is _____ through _____.

There are XX renewal terms available under this contract at the sole discretion of the University. A new Purchase Order will be issued for each renewal period.

8. The rate of pay is \$XX.00 per hour, for approximately XX hours of work. Invoices are to be submitted _____.