



## **Request for Proposals (RFP)**

**No. RFP UB-25-BK-01**

**FOR**

## **Student Organization Software**

**ISSUE DATE: AUGUST 28, 2024**

**ISSUING OFFICE:**

UNIVERSITY OF BALTIMORE  
Office of Procurement  
1420 N. Charles Street, Baltimore, MD 21201

Hattie M. Crosby, Associated Director of Procurement  
Email: [hcrosby@ubalt.edu](mailto:hcrosby@ubalt.edu) and

Stacey Brooks, Contract Specialists  
Email: [sbrooks@ubalt.edu](mailto:sbrooks@ubalt.edu)

The Issuing Office is the sole point of contact for this task order procurement.

**NOTICE:** Prospective Proposers who have received this document from a source other than the Issuing Office are advised to contact the Issuing Office. This is a courtesy, the University does not take responsibility if any Prospective Proposer is not informed of communication issued under this RFP. It is the sole responsibility of any Prospective Proposer to visit the University's website for all documents relating to this RFP. Visit: <http://www.ubalt.edu/about-ub/offices-and-services/procurement/information-for-merchants/current-ub-solicitations.cfm>

**UNIVERSITY OF BALTIMORE**

**No. RFP UB-25-BK-01**

**FOR**

**Student Organization Software**

**TABLE OF CONTENTS**

<b><u>SECTION #</u></b>	<b><u>DESCRIPTION</u></b>
Section I	General Information/ Instructions to Proposers
Section II	Scope of Work
Section III	Article 1. Technical Submission and Technical Proposal Requirements Article 2. Financial Proposal Response Requirements Article 3. Initial Technical Evaluation and Selection Process Article 4. Price Proposals and Final Evaluation Process

**ATTACHMENTS:**

- Attachment A: Company Profile Form
- Attachment B: Current Services Experience and References Form
- Attachment C: Key Personnel Form
- Attachment D: Questionnaire (provided under a separate cover)
- Attachment E:
  - Bid/Proposal Affidavit
  - Conflict of Interest Affidavit and Disclosure
  - Acknowledgement of Receipt of Addenda, if any issued
  - Vendor Feedback Form (if applicable)
- Attachment F: Price Proposal Documents and Forms (Provided under a separate cover)  
Financial and Price Proposal Form (Shortlisted and Invite Firms ONLY)

**APPENDIX C: Contract Documents and Forms (Provided under a separate cover)**

**APPENDIX S: Solicitation Terms and Conditions (Provided under a separate cover)**

## **SOLICITATION SCHEDULE**

Issued Date:	August 28, 2024
Last Day for Questions:	September 4, 2024, at 10:00 AM EDT
Responses to Questions by:	September 12, 2024 (to vendors)
Technical Proposal Due Date:	September 24, 2024, at 10:00 AM EDT
Virtual Oral Presentation/Discussion Session(s): PROJECTED For invited shortlisted firms only	October 2-3, 2024 (Invite Firms Only)
Financial and Price Proposal Due Date:	October 14, 2024, 10:00 AM EDT (Invite Firms Only)
Contractor(s) Selection Anticipated to be finalized:	By October 22, 2024
Contract Commencement:	November 1, 2024 (Projected)

Note: Proposals are to be provided by the due date noted above. Proposals are to be submitted electronically to Issuing Office Contact/s noted in this RFP.

## **SECTION I.**

### **GENERAL INFORMATION**

#### **1.1 OBJECTIVE.**

The University of Baltimore (UBalt) is soliciting proposals from qualified professional firms who specialize in providing a student organization software solution. The University seeks a software-as-a-Service (SaaS) solution that can integrate with the University existing academic architecture as described in the RFP.

#### **1.2 OVERVIEW OF THE UNIVERSITY OF BALTIMORE.**

Founded in 1925, The University of Baltimore is one of 12 institutions that comprise the University System of Maryland, the nation's 12th largest university system. The University of Baltimore offers career-focused graduate, doctoral and undergraduate programs and certificates in law, business, public affairs and applied arts and sciences. Designed for working adults, UBalt academic programs are offered in flexible formats, including day, evening, weekend, in person, online and hybrid options. UBalt offers excellent teaching and a supportive community for graduate, professional and undergraduate students in an environment distinguished by outstanding student outcomes, academic research, and public service, particularly in the Baltimore region. The University is organized into four schools/colleges, including the School of Law, the Merrick School of Business, the Yale Gordon College of Arts and Sciences, and the College of Public Affairs.

Our campus comprises 11 acres in the heart of midtown Baltimore near Penn Station. UBalt's campus includes eight main buildings plus structured parking totaling approximately 1 million square feet. In addition, UBalt owns ancillary buildings near campus and several small parking lots. UBalt is a non-residential campus as most of our students are older, working adults.

In fall 2023, UBalt enrolled 3,101 students, including 1,809 graduate students (which includes our law school students), and 11,292 undergraduate students.

UBalt serves a non-traditional population:

- The majority of UBalt students are enrolled in graduate programs.
- Nearly all our undergraduate students enroll at UBalt after completing credits elsewhere including those who have completed community college programs.
- The average age of our undergraduate students is 31. The average age of our graduate students is 33.
- Our overall student population is 57 percent minority.
- Our student population is (roughly) evenly divided between full-time (53%) and part-time (47%) students.
- The majority of our undergraduate students are first generation students and/or high financial need students as determined by the U.S. Department of Education. UBalt has been designated by the U.S. Department of Education as a Predominantly Black Institution

(PBI), the only four-year university in Maryland with this designation and one of approximately 67 nationwide.

- Our campus is oriented toward the needs of our non-traditional, career-oriented students, and therefore, does not provide residence halls, meal plans, intercollegiate athletics, or fraternities or sororities.
- UBalt delivers instruction and services in a flexible environment with in-person, virtual/online, and hybrid modalities to suit our older, non-traditional student populations. The University has a long tradition with the combination of in-person and online instruction; we were the first in the country to offer a fully online MBA program accredited by AACSB International.
- UBalt students are highly successful, as demonstrated by UBalt's ranking in the top 5 percent of master's universities in the nation for earning performance 10 years after entering college, according to Washington Monthly.

For more information about UBalt, visit <http://www.ubalt.edu>

### 1.3 ISSUING OFFICE.

Hattie M. Crosby, Associate Director of Procurement  
University of Baltimore  
Office of Procurement  
1420 N. Charles Street, Baltimore, MD 21201  
[hcrosby@ubalt.edu](mailto:hcrosby@ubalt.edu)

The Issuing Office shall be the sole point of contact with the University for purposes of the preparation and submittal of proposals in response to this solicitation.

### 1.4 MINIMUM QUALIFICATIONS.

Firms must demonstrate the following qualifications, at a minimum, to be deemed eligible for award. Firms that do not include the required information that demonstrates the minimum qualifications shall not be considered for award. The University reserves the right to waive this requirement.

- Five (5) years providing a Student Organization Software.
- An experienced vendor in the marketplace, having completed similar implementations and provided like services for three or more regionally or nationally accredited higher education institutions. **References must accompany this RFP. References must clearly demonstrate meeting this minimum qualification. Failure to clearly demonstrate having/meeting this minimum qualification may result in your firm's proposal being deemed not susceptible for award.**

### 1.5 QUESTIONS AND INQUIRIES.

All questions and inquiries regarding this procurement must be directed to the individual(s) referenced with the Issuing Office above. Questions must be submitted in writing via the link provided below. Inquiries will receive a written reply/confirmation, submitted inquiries that are not confirmed by the University may not have been received. It is the sole responsibility of potential proposers to ensure inquiries/questions are received. Only written communications relative to the procurement shall be considered.

All questions will be answered in writing, in the form of an addendum to the RFP. Both questions and answers will be distributed, without identification of the inquirer(s), to all prospective contractors who are on record with the Procurement Officer as having received this RFP. No oral communications from the project team can be relied upon for proposal purposes.

Should a Proposer find discrepancies in the specifications or contract provisions included in this solicitation, or should there be doubt as to the meaning or intent of any section or subsection herein, the Proposer should request clarification from the Procurement Officer. Failure to request a clarification prior to the due date will be a waiver of any claim by the Proposer for expenses made necessary by reason of later interpretation of the contract documents; Proposers will be bound to the University's interpretation.

Potential proposers are advised that the University reserves the right to use its best judgment in choosing to respond or not to respond to any questions received before or after the above stated cut-off date for questions.

All such questions and inquiries must be received by the date provided in the RFP or as updated via Addendum.

All Questions must be sent via a Word attachment to the following link: [RFP Questions](#)

## **1.6 RFP REVISIONS OR AMENDMENTS TO THIS RFP.**

The University reserves the right to amend and cancel this solicitation at any time prior to the proposal due date. If it does become necessary to amend any part of this solicitation, the Procurement Officer will furnish an amendment or addendum to all prospective Proposers listed by the University as having received a copy of the RFP. All amendments/addenda will be identified as such. If necessary, the proposal due date may be extended. Proposers are required to acknowledge the receipt of all amendments, addenda, and clarifications issued. (Reference Attachment E, provided under a separate cover)

## **1.7 PRE-PROPOSAL CONFERENCE.**

A Pre-Proposal Conference will not be held.

## **1.8 PRE-PROPOSAL MODIFICATION OR WITHDRAWAL OF OFFER.**

Proposals may be modified or withdrawn by written notice received at the Issuing Office before the proposal due date and time.

**1.9 CLOSING DATE.**

Proposals must be submitted by the due date and time noted in this RFP or as amended. Proposals in digital format, as well as transactions, and communication, in specified format, are permitted for this procurement. Proposals must be sent to the issuing office by the date and time noted in this RFP or as amended via an addendum. Attachments must not be zipped or compressed. Proposals, amendments to proposals, or requests for withdrawal of proposals arriving after the closing time and date shall not be considered. The names of contractors will not be released until after award. At the University's sole discretion, the Solicitation Schedule may be modified.

**1.10 NO PUBLIC OPENING OF PROPOSALS.**

A public opening of technical and price proposals will not be held.

**1.11 PUBLIC INFORMATION ACT NOTICE.**

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

Contractors must clearly identify each and every section that is deemed to be confidential, proprietary or a trade secret (it is NOT sufficient to preface your proposal with a statement that the entire content is proprietary, or to use a page header or footer that arbitrarily marks all pages as confidential). Any individual section of the proposal that is not labeled as confidential with an accompanying statement concerning the rationale for its claimed confidentiality shall be considered public information.

**1.12 PROCUREMENT METHOD.**

This solicitation shall be conducted in accordance with the provisions of the University System of Maryland's (USM) Procurement Policies and Procedures. Specifically, the procurement method employed shall be Competitive Sealed Proposals.

**1.13 ECONOMY OF PREPARATION.**

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the contractor's offer and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

**1.14 CONTRACT TERM.**

The contract for the student organization software shall commence on or around November 1, 2024. The contract shall terminate upon completion of services or as determined by the University at a later date.

**1.15 PAYMENT SCHEDULE.**

Payments will be made monthly in arrears, on a net 30-day basis, unless a payment schedule was accepted and agreed to under the proposal and executed contracts. The fee is to be inclusive of all costs.

**1.16 CONTRACT ADMINISTRATION.**

A system for contract administration shall be maintained to ensure contractor conformance with the terms, conditions and specification of the contract and to ensure adequate and timely follow up.

**1.17 CONFIDENTIALITY STATEMENT FOR CONTRACTORS.**

The successful Proposer will be required to sign the Confidentiality Statement for Contractors. See Appendix C (provided under a separate cover) for the contractual confidentiality obligations.

**1.18 ACCEPTANCE OF TERMS AND CONDITIONS.**

By submitting a Proposal, a Proposer shall be deemed to have accepted the terms, conditions, and requirements set forth in this RFP. The RFP including all addenda in total shall be incorporated into the Contract by reference. Any exceptions to the terms and conditions shall be submitted as specified in the Response Requirements section of this Solicitation. Contract exceptions not provided in the format required under this RFP shall not be accepted nor be made part of any Contract, if awarded.

**1.19 MINORITY BUSINESS ENTERPRISES (MBE).**

An MBE goal is not required under this RFP.

Minority participation is important to UBalt and the State of Maryland. State-certified Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation notice. If not certified by the Maryland Department of Transportation (MDOT), MBEs are encouraged to initiate certification as soon as possible. For more information on the State's MBE program or questions related to certification, please contact MDOT's Office of Minority Business Enterprise/Equal Opportunity, telephone 800-544-6056 or view the MDOT website <http://www.mdot.state.md.us/mbe/index.html>.



**1.20** The Technical Proposal and/or Price Proposal, either individually or collectively, is considered by UBalt to be an Offer.

**1.21 ALTERNATE SOLUTION PROPOSALS.**

A proposer may not submit an alternate solution to the approach depicted in the RFP.

**1.22 MULTIPLE PROPOSALS.**

A proposer may only submit one proposal.

**END OF SECTION I**

## **SECTION II.**

### **STATEMENT OF WORK**

The University's strategic goals in support of the campus vision include:

- Student success
- Educational access
- Innovation
- Scholarship, research and creative activity
- Regional and resource stewardship
- The UB community.

As part of UB's commitment to continuously improve software that supports student success, the University hopes to procure and implement a Student Organization Software solution. UBalt's is positioned to partner with a software vendor offering a Software-as-a-Service (SaaS) solution that can integrate with UBalt's existing academic architecture as described in the requirements below.

#### **Software Features and Contractor's Services.**

The Contractor's SaaS that shall include the mandatory requirements listed in Attachment D, Questionnaire and as described below. The Contractor's software and services will include but may not be limited to other features as described in Attachment D and listed below:

##### **1. Mandatory Requirements:**

###### **a. Contractor's SaaS shall include/provide:**

- Financial management component that will afford student groups and organizations the ability to manage their budgets' debits and credits from within the system.
- An event management component that allows student organizations to create events and track attendance through the system.
- A hierarchy feature that allows student organizations to build out their lists of officers.
- The flexibility to assign granular security access to different parts of the system based on user roles.
- Support the use of existing university credentials using SAML2 federated Single Sign-On (SSO) compatible with Shibboleth V3.
- Support one or more methods of fully automated user provisioning.
- Meet ADA section 508 standards and compliance
- Reliable interoperability with Microsoft Office 365 and Exchange Online Protection for all proposed email integrations.
- Support one or more methods to integrate room availability and reservation requests with UBalt's room reservation application (currently, Accruent EMS). The University reserves the right to change the room reservation software system during the life of the contract. Offerors that can not integrate with known room reservation applications must include this information within their proposal.

2. Functional Features
3. Event Management
4. Student Organization
5. Reporting
6. Payment Gateway
7. Security, Permissions, and Provisioning
8. Social Media
9. Access and Mobility
10. Technical Administrative Features
11. Documentation and Training
12. Support Maintenance and Technical Environment
13. Security
14. Integration with UBalt's current architecture
  - SAML2-based federated login is the required method of authentication and authorization for accessing both end-user functionality and the administrative/management capabilities of the proposed system. The University supports Shibboleth for SSO and federated logins. Describe how you would work with the University to set up Shibboleth to authenticate and authorize users.
  - The university requires a fully automated user provisioning system. The University may rely on Peoplesoft SIS data extracts to feed any user memberships or course enrollments if the product does not solely rely on attributes passed through SAML2 SSO.
  - Integration with the University's email services currently Microsoft Office 365 (O365) with Exchange Online Protection (EOP).
  - Track event registration and attendance using the university BeeCard. The proposed solution must support reading all information that is encoded on the BeeCard both on the mag-stripe and on the Mifare contactless RFID chip. The solution should support Windows, Mac OSX systems and iOS and Android mobile devices.

### **Implementation Timeframe.**

The University of Baltimore is seeking a firm that can implement and configure the software and services as quickly as possible. Software and Services must be fully deployed **by July 8, 2025.**

**END OF SECTION II**

### **SECTION III.**

#### **Article 1. SUBMISSION AND TECHNICAL PROPOSAL RESPONSE REQUIREMENTS**

##### **1.1. SUBMISSION.**

Proposals are to be provided to the Issuing Office in accordance with the Solicitation Schedule. Submit Proposals using the following Team Dynamix link [Proposal Submission](#).

Proposal documents are to be submitted as an attachment in PDF format (no zipped files). Hyperlinks to software products sent to the Issuing Office that indicate that the Proposal is posted by the Proposer on an electronic site may be rejected or considered non-responsive if contract terms and conditions (i.e., a Click-Through Agreement) are required to be accepted by the University in order to download the Proposal. By providing the Proposal to the University electronically, the Proposer grants the University the unlimited right to generate additional electronic and/or paper copies for distribution for the purposes of review, evaluation and archive.

The University may deem a submission non-responsive if received after the due date and time. The date and time of the submission is time stamped by the Team Dynamix link portal and shall be the official date and time of submission to Procurement.

Financial Proposals shall not be included with Technical Proposals. ONLY shortlisted firms shall be invited to submit a Financial Proposal.

Proposers are to:

**SUBMIT ONE PDF TITLED: “FIRM NAME\_ TECHNICAL PROPOSAL”**

##### **1.2 INITIAL TECHNICAL CRITERIA.**

Clear, concise, yet detailed responses to the technical criteria below are to be provided in the Technical Proposal. In addition, the Bid/Proposal Affidavit and Acknowledgement of Receipt of Addenda (if applicable) must be included. Standard sales material may be provided, but must be attached as an appendix rather than included within the body of the Proposal.

Proposers must organize their proposal in the same order as the requirements listed in the RFP. Each requirement must be addressed in the proposal, and that response should be enumerated with the same section numbers listed in the RFP Requirement.

The following information must be furnished in the Technical Proposal per this solicitation. Failure to include any of the items listed below may disqualify your firm’s response. Proposers are requested to compile their Proposals in the same order. It is the Proposer’s responsibility to tailor its response to demonstrate its qualifications to perform the scope of work specifically for the University of Baltimore.

### **1.3 TECHNICAL RESPONSE REQUIREMENTS.**

Proposals that concisely present the information requested in the order and manner requested will be considered more favorably than a Proposal from a Proposer of commensurate qualifications that displays a lack of organization, conciseness, or attention to detail. The Proposal should be divided and organized by clearly defined “Tabs” (sections) referencing the sections/response requirements provided below:

**1.3.1 Tab 1: Transmittal Letter.** A transmittal letter on the Firm’s business stationery referencing the proposal title and number. The transmittal letter shall be signed by an individual who is authorized to bind the firm to all statements, including services and financial statements, contained in the Proposal, must accompany the Technical Proposal. The letter should be an executive summary that clearly and concisely summarizes the content of the Technical Proposal. Include the Proposer’s official business address and state in which it is incorporated or organized (if Proposer is not an individual). **An appropriate contact name, title, phone number, and email address should also be provided for use by the University during the procurement process.** Do not include price information in the transmittal letter.

**Signing of Forms:** A Proposal, if submitted by an individual, shall be signed by the individual. If submitted by a partnership, a Proposal shall be signed by such member(s) of the partnership with authority to bind the partnership. If submitted by a corporation, a Proposal shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary; if not signed by an officer, there must be attached a copy of a board resolution or that portion of the by-laws, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

**1.3.2 Tab 2: Table of Contents.**

Include a Table of Contents displaying the organization of the proposal being submitted.

**1.3.3 Tab 3: Company/Firm Profile (Attachment A)**

Proposers shall have a minimum of five (5) years of experience providing a Student Organization Software (SOS) that meets the requirements described in this RFP.

In Offeror’s proposal response, Offeror shall provide documentation to demonstrate your firm’s experience providing SOS. Describe as specifically as possible your history and experience in providing Student Organization Software and your firm’s services to clients in a university setting.

The Proposer shall include in their Section 3 submission:

1. Provide a comprehensive narrative indicating how your firm shall provide Student Organization Software Services as outlined in this RFP, demonstrating the Proposer's product, service level, management, organization and resources which will be provided to the University.
2. Complete the **Company Profile Form (Attachment A)**
3. The proposer shall submit a general company profile. Information provided should include, but not be limited to: number of years in business, principals of the firm and number of employees (and their roles), etc.
4. **Organizational Chart:** An organizational chart of the Proposer's team is to be submitted.

**1.3.4 Tab 4: Current Services Experience and References (Attachment B).**

Provide the following information:

- Client name (at least 3), address, point of contact, phone number and email address (The point of contact should be a person who was directly responsible for the program); (This information may be used for client references); term of contract, value of contract and key personnel assigned to manage the account. Proposers should include clients where the key individuals who were directly responsible for and directly assigned to the current contract will also be assigned to UBalt's account. Proposers shall provide current clients of similar size and scope to this RFP.
- By completing page two of Attachment B, Proposers shall provide references for all clients where services have been **terminated** in the past twelve (12) months indicating the Name of the contract, Contact name, address, phone number and email address. Indicate the contract term and contract value.

Note: The University may contact at any time during the procurement process known clients of the Proposer to obtain additional information/references regarding the Proposer's software/services or Key Personnel.

**1.3.5 Tab 5: Key Personnel and Project Team (Attachment C)**

**Complete Attachment C, Key Personnel Form** for each key personnel. Provide within the Key Personnel Form each person assigned to manage UBalt's account. Offereor must include at least three (3) individuals that will be working on this contract.

The proposing firm is not to provide Attachment C of all employees, but rather those people who will be intimately involved with UBalt's account. Specifically, the Offereror is to submit Attachment C and supplemental resumes of those

individuals with whom the University would be directly working with should the proposer be selected for contract award.

**1.3.6 Tab 6: Questionnaire: Standard and Required SOS Services, and Required SOS Services, and Other Features/Services. (Attachment D)**

Proposer shall complete the Software and Services Questionnaire, see Attachment D. The Software and Services Questionnaire comprises of software and service features, functionality and capabilities the University requires and desires. The Questionnaire shall reflect your software features and services. All tabs must be completed.

Complete the Questionnaire by selecting (1) “yes” or ‘no” (as applicable) if your firm provides the services and (2) provide additional information/details regarding each service your plan does or does not offer. If your firm requires more space to respond to a question/questionnaire service item, your firm may add additional space/page(s) following that question as additional pages. Ensure your firm numbers the additional pages the same number as the Question/Questionnaire service item. Your firm’s submission and response/s must be submitted in the same numerical format as provided.

DO NOT include pricing in the Questionnaire.

If any minimum and mandatory requirements are not met, the proposal may be deemed unresponsive to the needs of the University and will not be considered.

**1.3.7 Tab 7: Timeline and Implementations of Software and Services.**

- Provide a detailed timeline.
  - **The software product needs to be configured and tested by July 8, 2025.**
  - **Work should commence on the project by November 1, 2024.**
- Provide an implementation plan including what the offeror is responsible for and what the University is responsible for, with estimates of time. The timeline and plan should address, at a minimum, the following:
  - Development of a project plan.
  - Configuring and testing Shibboleth/SAML SSO and any PeopleSoft Student Information System (SIS) feeds, including University-specified demographic data from these sources
  - Creating user-security levels in the system.
  - Migration of data from the current system to the new system
  - Testing all aspects of the configured system, including integrations.
  - Training of all technical personnel responsible for administering and maintaining the system.
  - Support for go-live and initial implementation

- Remote and post-production support with escalation process if serious problems occur.
- Documentation of any configuration and setup for go-live.
- Availability of additional resources needed for functional or technical assistance.

### 1.3.8

#### Tab 8: Other Requirements and Forms

- **Acknowledgement of Receipt of Addenda Form (see Attachment E).**  
If any addenda to the RFP documents are issued prior to the due date and time for Proposals, this form must be completed, signed, and included in the Proposer's Technical Proposal.
- **Bid Proposal Affidavit (see Attachment E).**  
Complete and sign the Proposal Affidavit and enclose with the Technical Proposal.
- **Conflict of Interest Affidavit and Disclosure (see Attachment E).**
- **Insurance.**  
Provide a copy of a Certificate of Insurance verifying your firm's Coverage for Professional Liability, Commercial General Liability, Workmen's Compensation, Automobile Liability Insurance, and Professional Liability.
- **Acknowledgement of Review of Contract Statement.**  
The University Contract for this Procurement will contain the provisions in Appendix C as well as any additional terms required by the University. By submitting a Proposal, the Proposer warrants that they have reviewed Appendix C and will execute a contract: a) in substantially the same form; and b) with these terms and conditions. The University will issue a purchase order in its financial system for accounting purposes only.

**Proposers are to include a statement that the University's Contract terms and condition were reviewed and accepted.**

**Any exceptions to the Contract or terms and conditions are to be addressed and provided in this section of the Proposer's proposal/submission.**

### 1.3.9

#### Tab 9 :Security Sufficiency Survey.

HECVAT-lite tool: <https://library.educause.edu/-/media/files/library/2024/6/hecvatlite306.xlsx>

Learn more about

HECTVAT: <https://library.educause.edu/resources/2020/4/higher-education-community-vendor-assessment-toolkit>



Offeror must download and provide the University with the completed Educause Higher Education Cloud Vendor Assessment Tool (HECVAT-lite), located at : More information on the HECVAT may be found here: <https://library.educause.edu/resources/2020/4/higher-education-community-vendor-assessment-toolkit>

## **END OF TECHNICAL RESPONSE REQUIREMENTS**

### **SECTION III.**

#### **Article 2. FINANCIAL PROPOSAL RESPONSE REQUIREMENTS ONLY INVITED FIRMS**

#### **2.0 Financial/Price Proposal**

#### **2.1 SUBMISSION.**

Proposals are to be provided to the Issuing Office in accordance with the Solicitation Schedule. Submit Proposals using the following Team Dynamix link [Proposal Submission](#).

Proposal documents are to be submitted as an attachment in PDF format (no zipped files). Hyperlinks to software products sent to the Issuing Office that indicate that the Proposal is posted by the Proposer on an electronic site may be rejected or considered non-responsive if contract terms and conditions (i.e., a Click-Through Agreement) are required to be accepted by the University in order to download the Proposal. By providing the Proposal to the University electronically, the Proposer grants the University the unlimited right to generate additional electronic and/or paper copies for distribution for the purposes of review, evaluation and archive.

The University may deem a submission non-responsive if received after the due date and time. The date and time of the submission is time stamped by the Team Dynamix link portal and shall be the official date and time of submission to Procurement.

Proposers are to:

**SUBMIT ONE PDF TITLED: “FIRM NAME\_ FINANCIAL PROPOSAL”**

#### **2.2 Financial/Price Proposals. See Attachment F for the Pricing Form**

Proposers must complete and submit the Price Proposal Statement Form included in Attachment F.

The Financial proposal shall cover all proposed items, services and prices. The Price Proposal Forms must be signed by an individual authorized to bind the contractor and must include the contractor's name, typed or written legibly.

The University may modify the pricing form response requirements at a later date.

**SECTION III  
EVALUATION PROCESS**

**Article 3 INITIAL TECHNICAL EVALUATION AND SELECTION PROCESS**

**3.1 Evaluation Committee**

All Proposals received by the closing deadline will be evaluated. The Procurement Officer shall establish an Evaluation Committee to review and rate the proposals. The Committee may request additional technical assistance from any source within the State.

**3.2 Classification of Proposals**

The Procurement Officer shall review each proposal for compliance with all necessary specifications and requirements of this RFP. Failure to comply with any specification or requirement will normally disqualify a firm's proposal. The term, "qualified firm" includes only those responsible firms that submitted proposals initially classified by the Procurement Officer as reasonably susceptible of being selected for award. The term does not include those firms that submitted proposals not reasonably susceptible of being selected for award or that are not deemed responsible.

The Procurement Officer shall have the sole authority to determine whether any deviation from the requirements of this RFP is substantial in nature. The Procurement Officer may waive or permit to be cured minor irregularities in a proposal, which are immaterial or inconsequential in nature whenever it is determined to be in the University's best interest.

**1.3 Evaluation and Recommendation**

The evaluation shall be based on the evaluation factors set forth in the RFP. Technical proposals and Financial Proposals shall be evaluated independently of each other. Firms are advised that for purposes of evaluation, technical merit is of greater importance than financial merit. Based on its evaluation of the technical and financial proposals, the Evaluation Committee will make a recommendation to the procurement officer for the award of the contract to the responsible offeror whose proposal is determined to be the most advantageous to the University, considering both technical and financial factors as set forth in the RFP.

**1.4 Technical Evaluation Criteria**

The evaluation of proposals will be made from the criteria as listed below. The criteria for the proposal evaluation are listed below in descending order of importance. Please see Section III, Article I for submission of information required in Firm's proposals. Technical considerations are of greater importance than the financial considerations.

1. Mandatory Requirements.
2. Features and Services
3. Current Experience
4. Timeframe
5. Company Profile and Experience
6. Relevant Qualifications of Key Personnel and the Project Team
7. References

Proposals cannot be modified, supplemented, or changed in any way after the due date and time for proposals, unless specifically requested by the University.

**3.5 Shortlisting.** In accordance with the Evaluation Criteria, a shortlist may be developed based on the initial written technical proposals. All Proposers will be notified of the results as they pertain to their respective Technical Proposal.

### **3.6 Interviews/Oral Presentations/Discussion Sessions**

**3.6.1 Purpose.** Based on the Evaluation Committee's Initial Technical Evaluation, the University may invite, without cost to itself, the shortlisted Proposers to an oral presentation/discussion session ("Discussion Session").

The purposes of the sessions are as follows:

- (i) To provide the Proposer the opportunity to demonstrate its product/services;
- (ii) To discuss/clarify any and all aspects of the Technical Proposal, in particular the proposed Services/product, options, approach/methodologies, implementation process, schedule, staffing of the contract, and ongoing support and other applicable professional services;
- (iii) To allow the University to meet the Proposer's key personnel, technicians and for these personnel to convey directly their experience and expertise in the proposed services/product and its implementation; and
- (iv) To provide an opportunity to clarify the scope of services for the intended contract and discuss any items addressed in the Technical Proposal that may require additional clarification.
- (v) If applicable, review the Price Proposal structure.

**3.6.2 Format.** The Oral Presentations will be informal, as the University is not interested in a sales presentation by executives and business development staff; rather, the University is requesting evidence of the Proposer's ability to meet the University's requirements and an interactive discussion with each of the shortlisted Proposers. It is important that those key

personnel who are proposed to be assigned to the University fully participate in the presentation and discussion. Ample time will be available for the University and the Proposer to ask questions and discuss issues and concerns related to the product, the scope of the services, and the Proposer's capabilities and qualifications. We anticipate that the Discussion Session will be approximately 60-90 minutes in length, to be determined at a later date.

**3.6.3 Date.** The times and dates for the Oral Presentations, if any, will be set upon completion of the Initial Technical Evaluation. UBalt reserves the right to hold additional discussion or scope review interviews, if deemed necessary to evaluate a firm's qualifications and proposal.

## **3.7 Second Phase Technical Evaluation**

**3.7.1 Criteria.** Following the Oral Discussion Session held with shortlisted Proposers (if such sessions were held), a Second Phase Technical Evaluation will be conducted. The Evaluation Committee will re-evaluate all criteria of the Technical Proposals of shortlisted Proposers, incorporating assessments of the Oral Discussion Session and outcomes of reference checks, if performed. The University reserves the right to make a determination that a Proposer is not shortlisted prior to completing reference checks.

**3.7.2 Process.** Further shortlists may result as the procurement progresses. At each phase of the process, those firms that do not remain shortlisted will not progress in the procurement. All Proposers will be notified of the results of the Evaluation as they pertain to their respective Proposals.

At the sole discretion of UBalt, Proposers who have submitted Technical Proposals evaluated by UBalt to be viable and of further interest (i.e. "shortlisted") may be requested to provide UBalt additional technical information to further clarify the Contractor's technical qualifications. If additional information is requested of one or more Proposers, the Procurement Officer will so advise.

Once a final shortlist of proposals is established, the University will rank the technical proposals from highest to lowest.

The University may perform separate evaluation ratings and combine the evaluations as each phase is completed, or combine all ratings for each phase to determine the final ranking.

The University may incorporate references prior to or after establishing the final shortlist of proposals. However, the University reserves the right to modify scoring if pertinent information regarding a Proposer's capability is obtained prior to an award. Once a final shortlist of proposals is established, the Committee will rank the remaining Proposals from highest to lowest.

Those Contractors that are not shortlisted will not progress in the procurement. Multiple shortlists may result as the procurement progresses. Final shortlisted firms will be invited to submit a Price Proposal.

## SECTION III

### ARTICLE 4 PRICE PROPOSALS AND FINAL EVALUATION PROCESS (Invite Firms Only)

#### 4.1 Price Evaluation

Price Proposals will not be opened publicly. Price Proposals will be evaluated based on the full cost subscription and maintenance services and other fees as it relates to features service levels provided.

The University may elect to request Best & Final Price Proposal(s).

The University will establish a financial ranking of the proposals from lowest to highest total offers.

**Discussions.** The University reserves the right to recommend an Offeror for contract award based upon the Offeror's technical proposal and price proposal without further discussion. However, should the Committee find that further discussion would benefit the University and the State, the Committee shall recommend such discussions to the Procurement Officer. Should the Procurement Officer determine that further discussion would be in the best interest of the University and the State, the Procurement Officer shall establish procedures and schedules for conducting discussions and will notify responsible Offerors.

**4.2 Best and Final Offers.** When in the best interest of the University and the State, the Committee may recommend and the Procurement Officer may permit qualified Offerors to revise their proposals by submitting "Best and Final" offers.

#### 4.3 Final Ranking and Selection

Following evaluation of the technical proposals and the price proposals, the Evaluation and Selection Committee will make an initial overall ranking of the proposals and recommend to the Procurement Officer the award of the contract to the responsible Offeror whose proposal is determined to be the most advantageous to the University and the State of Maryland based on the results of the final technical and financial evaluation in accordance with the University System of Maryland Procurement Policies and Procedures. Technical merit will have a greater weight than financial in the final ranking.

Award may be made to the proposal with a higher technical ranking even if its cost proposal is not the lowest. The decision of the award of the contract will be made at the discretion of the

Procurement Officer and will depend on the facts and circumstances of the procurement. The Procurement Officer retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the Contractor that provides the best overall value to the University.

The University may select one or more Contractors to further engage in negotiations, including terms of a contract and other issues to be incorporated into the contract. The University reserves the right to make an award with or without negotiations.

- 4.4 Negotiations.** The University may select for award one or more Proposer(s) to negotiate the terms and conditions of the Contract. The University reserves the right to make an award with or without negotiation. In the event negotiations between the selected contractor and the University fail to mutually agree on any terms and conditions, the University may rescind the award and conduct negotiations with the 2<sup>nd</sup> highest ranked firm/contractor. Additionally, if the Contractor fails to actively pursue the finalization and execution of the Contract, the University may rescind the Contract, at any time prior to the full execution of the Contract.

**END OF SECTION III**

**ATTACHMENT A**

**COMPANY PROFILE**

COMPANY NAME: \_\_\_\_\_

ADDRESS OF COMPANY: \_\_\_\_\_

DATE OF INCORPORATION: \_\_\_\_\_ STATE OF INCORPORATION: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ TOLL FREE PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

NUMBER OF GEOGRAPHIC LOCATIONS: \_\_\_\_\_

LOCATION OF ALL GEOGRAPHIC OFFICES (if applicable) AND THEIR FUNCTION

LOCATION:

FUNCTION:

_____	_____
_____	_____
_____	_____

LOCATION OF BRANCH OFFICE(S) WHICH WILL SERVICE UNIVERSITY: \_\_\_\_\_

\_\_\_\_\_

TYPE AND SIZE OF CUSTOMERS SERVICED: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

TYPE OF SERVICES PROVIDED: \_\_\_\_\_

# OF YEARS IN BUSINESS: \_\_\_\_\_

# OF YEARS IN BUSINESS UNDER PRESENT NAME: \_\_\_\_\_

OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:

\_\_\_\_\_

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

\_\_\_\_\_

NAME OF PRINCIPAL(S) AND TITLE(S):

\_\_\_\_\_

**ATTACHMENT A**  
(Page 2 of 2)

BRIEF HISTORY OF COMPANY: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

<u>BRANCH OFFICE</u>	<u>TOTAL COMPANY</u>	<u>WHICH WILL SERVICE UB:</u>
Total Number of employees:	_____	_____
Pre-Sales and Marketing:	_____	_____
Research and Development:	_____	_____
Post-Sales Support:	_____	_____
Training and Consulting:	_____	_____
Technical Support:	_____	_____
Management:	_____	_____

DESCRIBE THE SERVICE CAPABILITIES OF YOUR COMPANY:  
\_\_\_\_\_  
\_\_\_\_\_

TOTAL COMPANY ANNUAL SALES VOLUME FOR ALL SERVICES:  
2021 \_\_\_\_\_ 2022 \_\_\_\_\_ 2023 \_\_\_\_\_

TOTAL COMPANY ANNUAL SALES VOLUME FOR SAP SERVICES:  
2021 \_\_\_\_\_ 2022 \_\_\_\_\_ 2023 \_\_\_\_\_

**Additional Information:**

1. Provide descriptions of formal partnerships with hardware, software, network, and storage vendors.
2. The offering company should provide a statement of financial viability and disclose any anticipated plans for sale of the software or takeover of the company.

**END OF FORM**



**ATTACHMENT B**

**Contractor Experience / Reference Form**

Offerors shall provide references for at LEAST three (3) current clients indicating the Name of the contract, Contact name, address, phone number and email address. Indicate the contract term and contract value.

Contract Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Term of Contract: \_\_\_\_\_ Value of Contract: \_\_\_\_\_

Firm's Assigned Key Personnel: \_\_\_\_\_

Contract Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Term of Contract: \_\_\_\_\_ Value of Contract: \_\_\_\_\_

Firm's Assigned Key Personnel: \_\_\_\_\_

Contract Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Term of Contract: \_\_\_\_\_ Value of Contract: \_\_\_\_\_

Firm's Assigned Key Personnel: \_\_\_\_\_

**Contractor Experience / Reference Form**

Offerors shall provide references for all client locations where services have been **terminated** in the past twelve (12) months indicating the Name of the contract, Contact name, address, phone number and email address. Indicate the contract term and contract value.

Contract Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Term of Contract: \_\_\_\_\_ Value of Contract: \_\_\_\_\_

Contract Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Term of Contract: \_\_\_\_\_ Value of Contract: \_\_\_\_\_

Contract Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Term of Contract: \_\_\_\_\_ Value of Contract: \_\_\_\_\_

Contract Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Term of Contract: \_\_\_\_\_ Value of Contract: \_\_\_\_\_

Contract Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Term of Contract: \_\_\_\_\_ Value of Contract: \_\_\_\_\_

**ATTACHMENT C**

**Key Personnel Form**

Offeror's shall provide background and resumes for all UBalt account team members who will provide services to the University (must be a current, direct employee of Offeror). This form MUST be completed for EACH team member proposed under any resulting Contract.

1. PERSON'S NAME: \_\_\_\_\_

2. POSITION TO BE ASSIGNED: \_\_\_\_\_

3. CURRENT EMPLOYMENT WITH OFFEROR

a. Dates of Employment: \_\_\_\_\_

b. Positions Held/Duration by Date:

\_\_\_\_\_  
\_\_\_\_\_

c. Similar Experience [Note: these are to be references of other clients who have been served by the team member in the same role they would provide to the University, these are not employer references.]

i. Organization name: \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

ii. Organization name: \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

5. EDUCATIONAL BACKGROUND

a. Education

Institution	Degree/Diploma/Certificate	Major (if any)
_____	_____	_____
_____	_____	_____
_____	_____	_____

b. Professional Certificates/Licenses

Issuing Agency	Certification/License	Effective Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

c. Awards/Achievements/Other Notations (not required)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**END OF FORM**

## Bid/Proposal Affidavit

A. Each solicitation shall provide notice that the affidavit in §B of this regulation shall be completed and submitted to the procurement agency with the vendor's bid or offer.

B. Mandatory Solicitation Addendum. The solicitation addendum shall be in substantially the same form as follows:

### 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 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;

(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 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 Maryland Department of Labor, 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)

## **CONFLICT OF INTEREST INFORMATION**

A. Each solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of a contract shall provide notice of the requirement of this regulation.

B. "Conflict of interest" means that, because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the University or State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

C. "Person" has the meaning stated in COMAR 21.01.02.01B (64) and includes a bidder, offeror, Contractor, consultant or subcontractor or sub consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

D. If the Procurement Officer makes a determination prior to award that facts or circumstances exist giving rise or which could in the future give rise to a conflict in interest, the procurement officer may reject a bid or offer under COMAR 21.06.02.03B.

E. After award the University may terminate the contract, in whole or in part, if it deems such termination necessary to avoid an actual or potential conflict of interest. If the Contractor knew or reasonably could have been expected to know of an actual or potential conflict of interest prior to or after award and did not disclose it or misrepresented relevant information to the Procurement Officer, the University may terminate the contract for default, institute proceedings to debar the Contractor from further contracts, or pursue such other remedies as may be permitted by law or the contract.

F. A conflict of interest may be waived if the Procurement Officer, with approval of the agency head or designee, determines that waiver is in the best interest of the State. The determination shall state the reasons for the waiver and any controls that avoid, mitigate, or neutralize the conflict of interest.

G. Each bidder or offeror responding to a solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of another University or State contract shall provide the affidavit and disclosures set forth in Subsection H of this regulation to the Procurement Officer with the bid or offer and such other times as may be required by the Procurement Officer.

H. The affidavits and disclosures required by Subsection G of this regulation shall be in substantially the same form as follows:

**CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B (64) and includes a bidder, offeror, Contractor, consultant, or subcontractor or sub consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or offeror warrants that, except as disclosed in D below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explains in detail--attach sheets if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E. The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror will immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the Procurement Officer of any contrary action to be taken.

**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.**

By: \_\_\_\_\_  
(Signature of Authorized Representative and Affiant)

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Federal Employer Identification Number (FEIN):  
\_\_\_\_\_

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM**

**RFP NO.:** \_\_\_\_\_

**TECHNICAL/PRICE PROPOSAL DUE DATE:** \_\_\_\_\_ at X:XX AM/P.M.

**RFP FOR:** \_\_\_\_\_

**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/Price Proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## VENDOR FEEDBACK FORM (if applicable)

To help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, please provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please submit this completed form to [Vendor Feedback \(note this is the same link for Proposals\)](#).

### Title: Solicitation UB-24-SB-4 Student Assistance Program Services

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:
- Other commitments preclude our participation at this time
  - The subject of the solicitation is not something we ordinarily provide
  - We are inexperienced in the work/commodities required
  - Specifications are unclear, too restrictive, etc. (Explain in REMARKS section)
  - The scope of work is beyond our present capacity
  - Doing business with the University System of Maryland (USM) is simply too complicated. (Explain in REMARKS section)
  - We cannot be competitive. (Explain in REMARKS section)
  - Time allotted for completion of the Proposal is insufficient
  - Start-up time is insufficient
  - Bonding/Insurance requirements are restrictive (Explain in REMARKS section)
  - Proposal requirements (other than specifications) are unreasonable or too risky (Explain in REMARKS section)
  - MBE or VSBE requirements (Explain in REMARKS section)
  - Prior University of Maryland System (USM) contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section)
  - Payment schedule too slow
- Other: \_\_\_\_\_

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

---

REMARKS:

Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_