UNIVERSITY OF MARYLAND BALTIMORE COUNTY

REQUEST FOR PROPOSAL BC-20862-Q

FOR

HOSTED STUDENT FINANCIAL GATEWAY SERVICES

ISSUE DATE: JANUARY 11, 2013

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

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

RFP # BC-20862-Q
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REQUEST FOR PROPOSAL
FOR
HOSTED STUDENT FINANCIAL GATEWAY SERVICES

SECTION 1 - GENERAL INFORMATION

1.1 **Objective.** The University of Maryland Baltimore County (UMBC or the University) is soliciting proposals for hosted student financial gateways services in the areas of (i) cashiering solution, online payment and billing solution, (ii) tuition payment plans and (iii) electronic refunds. The selected contractor will work with the UMBC Office Financial Services (see Section 2 for further details). The contractor must have a successful record of providing these hosted services to other higher education institutions. **Proposers may respond to all three (3) solutions or any one individual solution in which they specialize.** All responses are to be contained in the same single proposal. The Contractor shall provide all labor, training, materials, and equipment, as well as, any other necessary items to perform the services described herein.

1.2 **Background.** UMBC is a public research university that attracts high-achieving students to its undergraduate and graduate programs in the liberal arts, sciences, and engineering. Founded in 1966, UMBC is classified by the Carnegie Foundation as Research Extensive and boasts an impressive array of scholarly and research awards. The campus’ externally funded research portfolio, now in excess of $87 million, has more than doubled over the past 5 years. With a remarkable collection of cutting-edge research laboratories, research centers and institutes, and excellent teaching and research facilities, UMBC is well positioned to continue its growth as a leading research university.

UMBC’s 9,464 undergraduates and 2,577 graduate students come from 45 states and 90 foreign countries. Its faculty is deeply committed to providing a distinctive and rich undergraduate experience including opportunities for faculty guided research. At the doctoral level, last year UMBC awarded 75 Ph.D.s in 17 disciplines. A campus community recognized for its cultural diversity, UMBC is home to the nationally known Meyerhoff Scholarship Program.

The 500-acre campus near Baltimore-Washington International Airport has a budget of approximately $331 million and has a full-time instructional faculty of about 636 members. UMBC is one of eleven institutions in the University System of Maryland and is accredited by the Middle States Association of Colleges and Secondary Schools.

Additional information about UMBC can be found at the University’s web site, at [http://www.umbc.edu](http://www.umbc.edu).

1.3 **Issuing Office/Point of Contact.** The sole point of contact at UMBC for purposes of this Request for Proposal (RFP) is the Procurement Officer:

Sharon Quinn  
University of Maryland Baltimore County  
Department of Procurement  
Administration Building, Room 301
1.4 **Proposer Contacts:**

To insure that RFP documentation and subsequent information (i.e., addenda, clarifications, etc.) is directed to the appropriate person(s) within the Proposer’s firm, each Proposer who receives a copy of this solicitation or becomes aware of the solicitation by other means and is interested in participating is required to contact the Issuing Office immediately and provide the following information:

- Name of primary contact (to whom information should be directed)
- Mailing address of primary contact
- Telephone number of primary contact
- Fax number of primary contact
- E-mail address of primary contact

1.5 **Pre-Proposal Conference.** There will be no pre-proposal conference.

1.6 **Interpretation of RFP:**

If the Proposer finds any perceived conflict, error, omission or discrepancy on or between the specifications, attachments, or any of the Contract documents, the Proposer may submit a written request to the Issuing Office for an interpretation or clarification before the deadline for questions and inquiries.

Any interpretation of the Contract documents made by any party other than the Procurement Officer, or in any manner other than a written response, is not binding and the Proposer may not rely upon any such interpretation. The Proposer may not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete Contract documents, or incorrectly assumed conditions regarding the nature or character of the work, if no request for interpretation was made by the Proposer prior to the deadline for questions.

1.7 **Inquiries.** Prospective Proposers may contact the University only at meetings with the Procurement Officer or in written communications with the Procurement Officer. Inquiries may be submitted in writing, faxed or emailed to the Procurement Officer up to **Thursday, January 31, 2013, by 5:00 pm,** the last day for questions.

Any additional information not addressed in this RFP in response to an inquiry received by the Procurement Officer will be answered in writing as an addendum to the RFP. Copies of the addendum will be forwarded to each known recipient of the RFP. Reasonable efforts will be made to avoid the identification of Proposers in any addenda. For purposes of this RFP, there shall be no other communication between UMBC and Proposers other than as described in this paragraph.
1.8 **Addenda Acknowledgment.** Prospective Proposers responding to this RFP must acknowledge the receipt of any, and all, addenda, amendments and/or changes issued. RECEIPT OF THE ADDENDA, AMENDMENT AND/OR CHANGE ISSUED MUST BE ACKNOWLEDGED IN WRITING BY PROSPECTIVE PROPOSERS AND EACH INCLUDED IN THE TECHNICAL PROPOSAL.

1.9 **Closing Date.** Sealed technical proposals **must** be received no later than **2:00 pm on Tuesday, February 12, 2013** at the following:

University of Maryland Baltimore County  
Department of Procurement  
Administration Building, Room 301  
1000 Hilltop Circle,  
Baltimore, MD 21250  
Attention: Sharon Quinn

**NOTE:** All UMBC mail goes through the UMBC mailroom, so please leave sufficient time for the mail distribution. A mailed (via US Post Office) proposal is not considered "received" until the document reaches the above room at UMBC. Proposals delivered to the campus central mail facility or to locations other than Room 301 in the UMBC Administration Building will not be considered "received" by UMBC until they arrive at Room 301 in the Administration Building and are clocked in. The University will not waive delay in delivery resulting from the need to transport a proposal from another campus location to Room 301, or error or delay on the part of the carrier.

Proposals received after the established closing date and time cannot be considered. Proposers are advised that a proposal is not considered "received" until it is delivered to the specific location; that is, a proposal must be received in **Room 301 by 2:00 p.m. on 02/12/13**, in order to be considered. Proposers must allow sufficient time, therefore, to insure that their proposal is "received" in accordance with this paragraph.

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

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

1.12 **Rejection or Acceptance of Proposals.** UMBC reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP; or to negotiate with any Proposer, in any manner necessary, to serve the best interest of UMBC and the State of Maryland.
1.13 **Cancellation of the RFP.** UMBC may cancel this RFP, in whole or in part, at any time prior to contract award.

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

1.15 **Minority Business Enterprises.** State-certified Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation. Minority participation is very important to UMBC and to the State of Maryland. This procurement does not have a MBE subcontracting goal due to the nature of the services being provided. For more information on the State’s MBE program, please see the MDOT website, at http://www.mdot.state.md.us/mb/index.html.

If not certified by the Maryland Department of Transportation (MDOT), MBEs are encouraged to initiate certification as soon as possible. All questions related to certification must be directed to the Maryland Department of Transportation Office of Minority Business Enterprise/Equal Opportunity, telephone 800-544-6056.

1.16 **Assistance in Drafting Specifications.** Under Article 40A, § 3-110, Annotated Code of Maryland, a firm who employs an individual who assists a state agency in drafting specifications for an invitation for bid and/or a request for proposal for a procurement may not submit a bid or proposal for the procurement or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement. If a firm has any questions regarding the applicability of this provision of the State Ethics Law, contact the State Ethics Commission, Toll Free phone number 877-669-6085 or see the website www.ethics.gov.state.md.us. Subcontractors. The selected Proposer (“Contractor”) shall be solely responsible for all services as required by this RFP. The use of a subcontractor(s) does not relieve the Contractor of liability. UMBC will consider proposals that reflect primary and secondary service providers, or prime/subcontractor relationship. However, there should be proof of ability of the primary to manage a subcontractor and successfully coordinate the delivery of quality service and support in a timely manner.

1.17 **Contract Agreement.** The contract to be entered into as a result of this RFP (the “Contract”) shall be by and between the Proposer as contractor and UMBC in the form provided in Appendix B of this RFP. By submitting an offer, the Proposer warrants that they have reviewed the contract in Appendix B and will execute this contract upon request by UMBC. Proposers must understand and acknowledge that UMBC, as an agency of the State of Maryland, cannot indemnify the Contractor, submit to binding arbitration, or agree to pay the Contractor’s attorney’s fee.
The Contract to be entered into as a result of this RFP (the “Contract”) shall be by and between the Proposer as contractor and the University and shall consist of (1) the terms, conditions and specifications of this RFP and any appendices, amendments, additions or changes thereto; (2) the Standard Contract found in Appendix B, (3) the University purchase order; and (4) the Proposer’s response to the RFP and any amendments or changes thereto.

Other University System of Maryland institutions not specifically named in this solicitation document may participate in the contract resulting from this solicitation under the same pricing, terms and conditions of the awarded contract.

1.18 Order of Precedence:

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

1.19 Term of Contract. Any contract arising from this RFP action shall commence on the date the contract is executed on behalf of UMBC. The term of the contract will be for the scope of work as defined in Section 2 of the solicitation documents and is anticipated to start on or around September 1, 2013, for a period of five (5) years and ending on August 31, 2019. At the end of this contract period whether it is the initial period or a renewal term, there will be a 6-month extension period at the sole option of the University for transition if needed.

The University shall have the option to extend the contract for five (5) additional one-year terms, said option(s) to be exercised at the sole discretion of the University. In the event the University elects to exercise any one or more of the said one-year options, the Contractor shall be notified in writing at least sixty (60) days prior to the commencement of the additional one-year term involved.
For a Multi-Year Contract or any contract where pricing adjustments may be contemplated during the contract term or subsequent optional extensions terms (unless otherwise stated that price changes will not be permitted), it will be the responsibility of the Contractor to request a price increase, if any, at least ninety (90) days prior to the end of the then current contract term. Any price increase not received by that time, will not be considered and pricing in the renewal term will remain as stated during the just completed contract term. A price increase, if any shall not exceed the consumer price index for “All Urban Consumers” as published by the U.S. Department of Labor Statistics. For purposes of calculating the potential increase, the consumer price index for twelve-month period ending at the previous calendar year. For example, if the contract term ends June 30, 2019, the price index for twelve-month period ending December 2018 will be used. Statistics will be referenced as a cap for negotiable purposes only. Contractor is not to assume that any price increase will be applied to yearly renewals.

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

1.21 Public Information Act:

Proposers should give specific attention to the identification of those portions of their bids/proposals that they deem to be confidential, proprietary information or trade secrets and provide justification why such materials, upon request, should not be disclosed by the University under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. Bidders/Proposers must clearly indicate each and every section that is deemed to be confidential, proprietary, or a trade secret. A statement in a header or footer on each page or contained in a preface or opening paragraph indicating that the entire bid or each page is deemed confidential is not adequate. Bidders/Proposers must clearly indicate each and every section that is deemed to be confidential, proprietary, or a trade secret. By submitting a response to this solicitation, the Bidder consents to release of all bid documents with the exception of those specific provisions that are noted confidential, proprietary or a trade secret as defined and set forth in the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.

Any statements requesting to keep portions of the proposal confidential must be included in the cover letter clearly setting forth those specific portions. A mere statement in the preface or notation on each page that the entire proposal is deemed confidential is insufficient for meeting the intent of this requirement nor will Proposers be permitted after the due date and time to designate areas as confidential that were not so noted prior to submission of proposals.

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

1.23 **Payment.** The State of Maryland usually provides payments on a net 30-day basis for UMBC approved invoices. As a state agency, UMBC is normally prohibited from paying for products or services in advance. Payment provisions shall be in arrears, with late payment and interest calculated as provided by Maryland law. For purposes of determining whether a prompt-payment discount, if applicable, may be taken by UMBC, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.

1.24 **Access to Contractor Records for Quality Assurance and Auditing Purposes.** The Contractor and its principal subcontractors must provide access to pertinent records by University personnel or its representatives (including internal auditors, external auditors’ representatives, or agents) to provide quality assurance and auditing.

1.25 **Procurement Regulations.** This solicitation shall be conducted in accordance with University System of Maryland Procurement Policies and Procedures; the procurement method is Competitive Sealed Proposals. The text of the Policies and Procedures is available at www.USMD.edu/Leadership/BoardofRegents/Bylaws/SectionVIII/.

END OF SECTION 1
SECTION 2
UMBC REQUIREMENTS/SCOPE OF SERVICES

A. PURPOSE OF THE ENGAGEMENT: UMBC’s student population totals 12,041 of which 9,464 are undergraduate students and 2,577 are graduate students. UMBC is in search of a contractor to host student financial gateways to provide integrated solutions for cashiering, on line payment and billing, electronic refunds as well as on line tuition payment plans. UMBC defines “hosting” to mean that the awarded firm will run, manage, and maintain the licensed software in the vendor operated data center on the vendor owned and operated hardware; the vendor will be responsible for an agreed upon Service Level Agreement (SLA) regarding systems availability and response times.

B. SCOPE OF SERVICES: UMBC is in search of a vendor(s) to host the following integrated solutions:

1. Cashiering, Online Payment and Bill Presentation
2. Tuition Payment Plan
3. Electronic Refunds

A proposer may provide any individual service portion of this contract, or any combination of the three (3) services being requested, as long as their solution is compatible with the remaining services being offered.

C. 1. SERVICE # 1: CASHIERING, ONLINE PAYMENT AND BILL PRESENTATION

1.1 Cashiering:
A cashiering solution that is a comprehensive application for accepting student payments, parking violations, parking passes, departmental deposits and AR payments via cash, checks, ACH, credit cards, and one card (campus card) received in person, and by mail. This solution must support all current Parking Access and Revenue Control Equipment (PARC), as well as, and potential changes in any future.

The solution must (i) integrate cashiering with multiple vendor applications inclusive of PeopleSoft Student Financials/Campus Solutions 9.0 and PeopleSoft Finances 8.9, CBORD, and T2 Parking Systems or similar systems; (ii) provide automated reconciliation and closeout operations.

1.1.1 Functional Requirements - Mandatory Features
1. Multiple cashiering locations
2. Campus departmental deposit functionality
3. Student One Card deposit/payment and balance inquiry functionality on various accounts
4. Campus Housing Deposit Payments
5. Receipt printer & check scanner
6. Credit Card acceptance (Visa, MasterCard, Discover, AMEX)
7. PCI certified and NACHA compliant
8. CVV2 & Address Verification availability
9. Real-time update of account information
10. Provide fully integrated test environment

11. Reports
   a. provided on a batch and ad hoc basis and be available via a web-based application
   b. proposer provides description of standard reports
   c. custom reports

12. Flexible search option inclusive of data retrieval and search by account name, payor name, account number, payment type, date range, dollar amount and payment identification. Some fields may be in combined alpha/numeric format.

13. Export to MS Excel or CSV format

14. Interface departmental deposits and accounts receivable payments to the general ledger.

15. Disaster Recovery Plan: Please provide a detailed disaster recovery plan for each of the above services which include the Cashiering Solution, Online Billing and Payment Gateways and Tuition Payment Plans.

16. Firm must be able to securely transmit and receive data files in the format designated by the University.

1.1.2 Functional Requirements - Desired Features

1. Debit Card payment processing (pin or pin-less)
2. Customizable Pages
3. Mobile solution
4. Provide secure web services

1.2 Online Payment and Bill Presentation:

Online Payment and Bill Presentation gateways that are secured and scalable and support credit card, debit card, student one card, departmental deposits, electronic check (ACH), and wire payments made online for a wide variety of student accounts, AR Payments, parking and e-commerce applications. These gateways must (i) fully integrate with PeopleSoft Student Financials/Campus Solutions 9.0 and PeopleSoft Finance 8.9, CBORD, and T2 Parking Systems or similar systems, (ii) offer an option for authorized payors (authenticated), third party payors (no authentication). This solution must support all current Parking Access and Revenue Control Equipment (PARC), as well as, and potential changes in any future.

1.2.1 Functional Requirements - Mandatory Features

1. The vendor’s solution shall enable students and parents to receive and pay any university bill or invoice through the Internet, provide web-based reporting of all transaction data, and provide for payment remittance information to be created automatically and transmitted to UMBC on a daily basis. The vendor shall be solely responsible to provide a secured, fully integrated, online solution
and establish policies and practices that prohibit data mining, protect data, and assure customer privacy.

2. Single sign-on via shibboleth or similar authentication system
3. Electronic statements
4. Upload, print, and mail paper statements to select populations.
5. E-mail notifications
6. PCI certified and NACHA compliant
7. Electronic one-time, scheduled or recurring payment options
8. Credit Card acceptance (MasterCard, Visa, Discover, AMEX)
9. Convenience fee processing
10. ACH payments
11. CVV2 & address verification
12. Wire payments (both International & Domestic)
13. Student One Card deposit/payment and balance inquiry functionality on various accounts
14. Campus Housing Deposit Payments
15. Credit card refunds up to a minimum of 90 days
16. Real-time update of account information
17. General Ledger interface (real-time or batch)
18. Reports
   a. provided on a batch and ad hoc basis and be available via a web-based application
   b. proposer provides description of standard reports
   c. custom reports
19. Search option inclusive of data retrieval and search by account name, payor name, account number, invoice number, payment type, date range, dollar amount and range, and payment identification. Some fields may be in combined alpha/numeric format.
20. Export to Excel or CSV format
21. Reports shall be provided on a batch and ad hoc basis and available via a web-based application.
22. Receipts deposited in University bank account within one business day.
23. Customer call & support center: “Live” support shall be provided during normal business hours of 8:00 a.m. to 5:00 p.m. ET with minimal wait times for customer, administrative, and technical support. In addition, 24/7 contact support number is to be available via a toll free (i.e. 800 or 888) number and a web site. The Contractor must acknowledge the call from UMBC within one (1) hour and respond within two (2) hours for standard level issues. If the issue is deemed urgent, response must be within one (1) hour.
24. Provide a fully integrated testing environment.
25. Implementation and Training: The Contractor shall be solely responsible for the implementation of its solutions/services and provide sufficient training for UMBC personnel. The firm shall provide UMBC with a high level implementation plan within one
(1) week of its award for UMBC’s review and approval. (Note: In the Technical Proposal, the Contractor is to provide a draft implementation plan as well as describe its training program.)

26. Disaster Recovery Plan: Please provide a detailed disaster recovery plan for each of the above services which include the Cashiering Solution, Online Billing and Payment Gateways and Tuition Payment Plans.

27. Firm must be able to securely transmit and receive data files in the format designated by the University.

1.2.2 Functional Requirements - Desired Features

1. UMBC shall have complete control over the content and appearance of the payment options (i.e., ACH, credit card, etc.), multiple customized text fields, emails, and links to other information.

2. Debit Card payment processing (pin or pin-less)

3. Mobile solution which provides the ability for students/parents/third parties to make payments from a mobile device.

4. Customizable Pages

5. Expose functionality and data using secure web services.

2. SERVICE # 2: TUITION PAYMENT PLAN

2.1 Tuition Payment Plan:

A Payment Plan that provides flexible payment options per semester and/or academic year. (See the requirements for “Online Payment and Bill Presentation” noted above that apply to this solution.)

Alternative Payment Plans: The University is interested in other payment plans that the Contractor may have available for other situations such as families with separated parents who share financial responsibility for tuition, multiple payors of tuition, etc. (Contractors are requested to identify alternative plans, if any, in their Technical Proposal.)

2.1.1 Functional Requirements - Mandatory Features

1. Flexibility to accept and charge an initial enrollment fee.

2. The Contractor will provide students with a monthly electronic (and paper) bill.

3. Provide functionality to cancel plan enrollment.

4. The Contractor’s solution must fully integrate with PeopleSoft Student Financials/ Campus Solutions 9.0 and PeopleSoft Finance 8.9 and CBORD or similar systems.

5. Provide functionality to post plan enrollment fee to the general ledger and installment payments to student account.
6. Must provide the functionality for students and cashiers to pay on balances outside of those budgeted on the plan.

7. Update plan service indicators in PS for enrollments and withdrawals from the plan.

8. Any funds collected by the Contractor are to be forwarded by electronic transfer to the University’s identified accounts daily. The total amount paid to the University must match the detail file submitted to the Student Business Services Office. If the totals do not match, the Contractor will be notified via e-mail or facsimile. The Contractor must research and correct the file within 48 hours of notification.

9. Billing/collections of the deferred plans, if any, will be at the Contractor’s expense.

10. The Contractor must provide a written report of delinquent accounts, including bad checks returned after an unsuccessful rerun through the account holder’s bank within 10 days of receipt. ACH chargebacks must be provided to the Office of Student Business Services within 7 business days.

11. Should a credit balance occur, refunds will be in accordance with current University policies.

12. In the event of default, the account balance due will become the responsibility of the student to satisfy prior to the end of the semester. Late payment fees may be assessed to the student. The Contractor is not responsible for default.

13. The Contractor shall provide written procedures to accept automatic direct deposit payments from the responsible party’s banks, and/or debit card accounts.

14. Commission to the University is to be electronically remitted to an account identified by the University’s Student Business Services Office. The Contractor shall identify the commissions to the University in its Price Proposal.

15. Administration: The Contractor shall provide on-line updating capabilities to the University for modifying individual contract amounts.

16. The Contractor shall supply a designated account representative who will be available to, and will be the primary contact with the Student Business Services’ Office. This individual should have a minimum of two (2) years experience with deferred payment accounts.

17. The Contractor must work with the University to meet operational changes that arise during the contract period.

18. Reporting: The University uses PeopleSoft SA/Campus Solutions 9.0 and PeopleSoft Finance 8.9 for its student financial information. The Contractor will create data file(s) that will electronically transmit to and be received by the University. The data file(s) must contain records of the following transactions: new contracts, canceled contracts, payments, contract adjustments, and the responsible party’s demographic information changes. The
data file(s) must be in a UMBC specified format. These records must specify the semester for which the transactions have occurred. When multiple activities such as payments or contract changes occur before the transmission of the file, each transaction must be recorded as an individual transaction with the exception of the initial transmission for the term.

19. Data files must be provided daily. The files must be received by the Office of Student Business Services in a timely manner to allow for the University’s monthly billing and reconciliation process. Firm must be able to securely transmit and receive data files in the format designated by the University.

20. Reports (Daily, monthly, or date range)

21. Customizable Pages

22. Search option inclusive of data retrieval and search by student name, payor name, account number, payment type, date range, dollar amount and payment identification. Some fields may be in combined alpha/numeric format.

23. Export to Excel or CSV format

24. Reports
   a. provided on a batch and ad hoc basis and be available via a web-based application
   b. proposer provides description of standard reports
   c. custom reports

25. Financial Stability: At a minimum, the FDIC must federally approve the financial institution to which the Contractor deposits the deferred payments for account holders.

26. Security: The Contractor will have in their possession sensitive data. The Contractor must comply with Gramm-Leach-Bliley Act, which regulates the disclosure of non-public personal information by financial institutions.

27. Marketing resources for Online Tuition Payment Plans: If the Contractor fully manages the online Tuition Payment Plans, the Contractor is responsible for all marketing efforts and costs associated with the provision of services with the notations provided below. UMBC anticipates that the awarded Contractor will be soliciting to at least 13,000 students each year.

28. All printed materials must incorporate the University’s logo. Any and all applications of the University’s logo must have written approval by the Associate Vice President of Financial Services.

29. Promotional literature and mailing costs will be at the Contractor’s expense.

30. The Contractor shall provide customer service to the students through a toll free (800/888/877) number and a web site that provides information such as on-line applications and review account status.

31. The Contractor shall mail renewal information to the current participants of the payment plans prior to the start of each new semester.
32. The Contractor shall provide University-approved literature for all campus recruiting events and orientation sessions. This includes, but is not limited to, program applications, information brochures, etc.

33. If the Contractor does not fully manage the online Tuition Payment Plans, the Contractor shall identify in its technical proposal what marketing tools it will provide to UMBC for its use in marketing efforts.

34. Services/Features: The Contractor’s Tuition Payment Plan solution shall include the following services/features:

   a. Online enrollment
   b. Paper enrollment option
   c. Electronic one-time, scheduled or recurring payment options
   d. Multiple payee option
   e. Single sign-on via shibboleth or similar authentication
   f. Electronic statements
   g. Print and mail paper statements
   h. E-mail notifications
   i. Credit card acceptance (MasterCard, Visa, Discover, AMEX)
   j. Student One Card deposit/payment and balance inquiry functionality
   k. Convenience fees
   l. ACH & Pin-less debit payments
   m. PCI certified and NACHA compliant
   n. CVV2 & address verification availability
   o. Credit card updates
   p. Real-time updates for account information
   q. Receipts deposited in University bank account within one business day of receipt.
   r. Customer Call & Support center: Support during normal business hours of 8:00 a.m. to 5:00 p.m. ET shall be live customer, administrative and technical support. In addition, 24/7 contact support number is to be available. The Contractor must acknowledge the call from UMBC within one (1) hour and respond within two (2) hours for standard level issues. If the issue is deemed urgent, response must be within one (1) hour.
   s. Provide a fully integrated testing environment.

2.1.2 Functional Requirements – Desirable Features

1. UMBC shall have complete control over the content and appearance of the payment options (i.e., ACH, credit card, etc.), multiple customized text fields, emails, and links to other information.
2. Debit Card payment processing (pin or pin-less)
3. Mobile solution which provides the ability for students/parents/third parties to make payments from a mobile device.
4. Customizable Pages

3. SERVICE # 3: ELECTRONIC REFUNDS

3.1 Electronic Refunds:
The selected electronic student refund provider must be capable of providing the processing of web based electronic student refund distribution for the University of Maryland, Baltimore County (UMBC). The services provided shall be in full compliance with regulations and guidelines established by the Federal Trade Commission, and the Federal Educational Rights and Privacy Act (FERPA) and all other applicable federal and state regulations and guidelines to protect the integrity of the data. Since many student refunds contain Federal Financial Aid, the services must also comply with Federal Financial Aid regulation regulations. Electronic refund distribution includes the receipt of files from UMBC with student name, address, student ID number, and remittance data for processing; the web based enrollment process for students; email communications and notifications; the completion of the daily ACH transactions into students' designated bank accounts; the production and mailing of student refund checks; reconciliation procedures; as well as charge back capabilities and reporting abilities.

3.1.1 Functional Requirements - Mandatory Features

1. The University requires a convenient online process for all students and parents to choose the method of payment for their student and parent PLUS refunds. The minimum options are ACH payment to an existing bank account and mailed paper check. The system must have the capability to default to the mailed-check option until the student opts for another choice. All disbursement methods must be presented in an unbiased and equal manner with information that allows the student to make an educated financial decision. Student mailing and primary email addresses must be provided by the data uploads from UMBC. The mailing address must be updated with each refund disbursement batch transmitted. The vendor must produce electronic notifications to each student notifying the student for each refund originated on their behalf and demonstrate the ability to generate additional communications to students when necessary. UMBC must have complete control of the wording of those messages.

Explain in detail the delivery methods and other services that your institution will offer students and staff in conjunction with the program.
2. The University requires for any mailed check refunds that the mailing envelope clearly indicated that a check is enclosed. Provide a sample of a refund check currently used or one suggested for use by UMBC, and the associated envelope.

3. The University requires a UMBC branded website, set up and maintained by the Vendor. The University requires the following student related services of all vendors: customer services online, ability for student to view and modify refund preference online, refund status and history online, instant PIN changes online (if applicable).

4. The University is committed to completely outsourcing the delivery of most student account refunds to the Vendor. If ACH delivery is selected by the student, the University requires a standard of same business day transfer of funds to the student supplied bank account; if the student elects to have a check mailed or makes no selection; the University requires a standard of next business day production and mailing of the refund check.

5. Please describe any experience your firm has processing Parent Plus Loans using an electronic refund process. Refunds associated with Parent Plus Loans are currently issued by check. The University would like the selected Vendor to process Parent Plus Loan refunds electronically to the borrower. Electronic refund distribution includes the receipt of files from UMBC with payee name, address, and ID number. The vendor will maintain a web based enrollment process for recipients; remittance data for processing; email communications and notifications; the completion of the daily ACH transactions into payee’s designated bank accounts as well as charge back and reporting capabilities.

6. **Describe in detail** all customer service functions that will be available to the University to support the proposed vendor relationship. The University requires toll-free help desk customer support for the administration and an online tool that will track open issues easily and conveniently. The University requires a toll-free number and online customer service for student inquiries.

7. The Vendor must handle exceptions with respect to refund payment delivery, including error resolution, lost/stolen checks, incorrect or missing payments, bad address or account information, etc.

8. The University requires that the chosen vendor be Title IV compliant.

9. The vendor must have an established process to return unclaimed funds to UMBC in accordance with Federal (Title IV) Regulations.

10. The Vendor must deliver through the means selected by the student, or by mailing a check if no means was selected, all University originated refunds within 24 hours of receipt of those funds. It is further expected that electronic payments will be made on the same day as receipt of the funds from UMBC.
11. The Vendor will electronically notify students of the distribution of financial aid refunds in a manner that meets all Financial Aid Title IV regulations.

12. The University requires the ability to reconcile with and monitor the delivery of student refunds.

13. The vendor is required to provide a process through which UMBC can call back refunds included in the data file before a disbursement is made to the student.

14. As a third-party servicer of student refunds which will include federal student aid (FSA) funds, both the University and the chosen vendor must agree to comply with all statutory and regulatory provisions governing the FSA programs, and agree to be jointly and severally liable for any violation by the servicer of these provisions.

15. The Contractor shall be solely responsible for the implementation of its solutions/services and provide sufficient training for UMBC personnel. The awarded firm shall provide UMBC with a high level implementation plan within one (1) week of its award for UMBC’s review and approval. (Note: In the Technical Proposal, the Contractor is to provide a draft implementation plan as well as describe its training program.)

17. The Vendor must clearly disclose to all students all fees for bank products associated with the refund card product. The fees should be highlighted in a single table in a simplified and transparent manner. This transparency should enable students to compare anticipated costs between disbursement options.

18. Firm must be able to securely transmit and receive data files in the format designated by the University.

3.1.2. Functional Requirements – Desired Features

1. If the Vendor offers a stored-value (debit) card as a refund delivery option, separately or in conjunction with a full service bank account, the University has requirements applicable to that option as follows.

   a. Vendor must clearly present all refund options to the students in an unbiased and equal manner.
   b. There is no charge to the student for the issuance of the original card.
   c. Students must agree to the terms and conditions of the card agreement as part of the selection process.
   d. The value of the card must be convertible to cash at no charge to the student.
   e. An ATM from the issuing bank or a network where withdrawals can be made at no charge to the student must be located on or adjacent to the campus.
   f. There must be an individual account set up for each student who receives a debit card refund that is insured by the Federal Deposit Insurance Corporation (FDIC).
g. Although the University may reverse a refund before it is paid to the student, once payment is made to the student it may not be reversible except for correcting an error in transferring the funds in accordance with banking protocols.

h. The card may not be portrayed as a credit card in any way or convertible to a credit card at any future date.

i. Unless a stored-value card is offered as part of a full service bank account, the stored value card may not be linked to any other banking services.

j. Support services must include the ability to order a replacement card, the ability to re-set the pin associated with the card in real time, and 24 hour deactivation for lost or stolen cards both on-line and through a toll-free number. The Vendor must verify that their system has this functionality and describe their processes.

2. Provided that UMBC can do so without violating the terms of any existing agreement to which UMBC is a party, the University would like to explore the capability of linking e-refunds with the University ID Card, upon the request of the card owner. The desired outcome is to have the students carrying one card.

3. If a full service bank account is offered as a refund delivery option the University has additional requirements as follows:

   a. Student access to a National ATM network is mandatory for vendors offering a full service bank account as a refund delivery option.
   b. There must be some means for students to access their funds the same day that the funds are deposited to their account.
   c. Students must be able to make unlimited cash withdrawals at no charge.
   d. Students must be able to select this option via a website; they must agree to the terms and conditions associated with accepting and using the account as part of the selection process; and, if offered as an option, the option must be open to all students with no pre-qualification or paper signature required.
   e. Students must be able to order paper checks to access their funds in this account.
   f. Monthly statements must be provided to all account-holders either by mail or online.
   g. Students must have the capability to order stop payments in accordance with standard banking protocol.

4. If your refund-delivery system offers services not (specifically) required within this RFP from which you feel the University might derive a benefit for our students; please identify those services, explain them in full, and specify the benefit to our students. Note that any refund delivery services offered to our students must adhere to federal financial aid regulations.
5. The security of our student data is critical. Therefore, please provide a list of every material data security breach or violation within the past two years, including a description of the data breached and the number of customers or accounts affected.

FINANCIAL LITERACY EDUCATIONAL OUTREACH

The University wants the Vendor to provide and manage a comprehensive education and outreach strategy that will educate students about and promote services of the program. The educational pieces must be branded to the University colors, logos, name, etc. The University will have the final right to review and approve all educational materials. Describe in detail any proposed financial literacy educational plan and strategy for University students.
4. **Marketing Resources for Three Services:** The Contractor is required to provide marketing tools for use by UMBC for the following services: Online Payment & Billing, Tuition Payment Plan and Electronic Refunds. Identification of these tools is to be included in the Proposer’s Technical Proposal – see Section 3 for details.

5. **Communications:** Any changes to any business process related to services above must be communicated to UMBC administrative personnel at least one week prior to any communication to students.

6. **Implementation and Training Program:** The Contractor shall be solely responsible for the implementation of its solutions/services and provide sufficient training for UMBC personnel. The awarded firm shall provide UMBC with a high level implementation plan within one (1) week of its award for UMBC’s review and approval. (Note: In the Technical Proposal, the Contractor is to provide a draft implementation plan as well as describe its training program.)

7. **Performance Considerations:** The Contractor shall provide the information indicated below in its Technical Proposal. During the interview process, UMBC will provide comments, if any, to the Contractor’s responses; final criteria on these performance items will be confirmed with all Proposers who are requested to submit a Price Proposal prior to the due date.

7.1 **Service Level Agreement (SLA):** The Contractor shall provide a summary of their SLA(s) for all services to be provided, as well as, a copy of each SLA(s), as part of their Technical Proposal for review by UMBC. The Contractor’s final SLA’s requires the approval of UMBC.

7.2 **Cashiering Solution:** What is your response time at peak periods (months of August, September, January and February) from data entry, transition completion through record update in PeopleSoft?

7.3 **Online Payment and Billing Gateway:**

7.3.1 **Response Time:** What is the average response time for a credit card transaction through your Payment Gateway?

7.3.2 **Concurrent Users:**

- Based on a university of 13,000 – 15,000 students, an estimate of the average concurrent user population realized during peak periods to be?

- Is the payment gateway able to handle 400 concurrent (simultaneous) users? If so, what is the threshold that your data center experiences performance issues?
7.3.3 **Transactions Processing Time:** Payment and e-bills gateways are required to handle at least 3,000 transactions during peak periods which are defined as the months of August, September, January and February. Please confirm if your firm’s product can handle this volume as well as describe how your firm manages these academic peak periods in light of all of your clients.

7.4 **Tuition Payment Plans:** What is your firm’s response time from enrollment in a plan through payment reference check and approval?

7.5 **Data Center Monitoring:** The University anticipates that the awarded firm monitors its data center 24 hours, 7 days per week, 365 days per year. Please confirm if this is the case for your firm; if not, please advise as to what your coverage is.

7.6 **Disaster Recovery Plan:** Please provide a detailed disaster recovery plan for each of the above services which include the Cashiering Solution, Online Billing and Payment Gateways and Tuition Payment Plans.

7.7 **Reporting:**

7.7.1 Provide a description of the standard reports that the Proposer would provide with each of the above services (i.e. Cashiering, Online Billing and Payment Gateways and Tuition Payment Plans) inclusive of their frequency.

7.7.2 Provide a description of reporting tools that would be available to UMBC for their use for each of the above services.

8. **Outsourcing:** The Contractor shall identify any elements of its proposal that are outsourced by the Proposer to a third party.

9. **Additional Services/Features:** In addition, UMBC is interested in the awarded Contractor providing other additional services/features under the above categories (1-3) not specifically named herein without additional costs to UMBC.

D. **SCHEDULE:** Below is UMBC’s preliminary schedule. Proposers are requested to review and comment on this schedule in their Technical Proposal. Prior to requesting the Price Proposal, UMBC will identify the final schedule.

<table>
<thead>
<tr>
<th>Scope Item</th>
<th>Anticipated date by which the scope element is to be available for use by UMBC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment Gateway for T2</td>
<td>07/01/14</td>
</tr>
<tr>
<td>Parking System</td>
<td></td>
</tr>
<tr>
<td>Payment Gateway for other systems</td>
<td>07/01/14</td>
</tr>
<tr>
<td>Cashiering Solution</td>
<td>07/01/14</td>
</tr>
<tr>
<td>Tuition Payment Plans</td>
<td>07/01/14</td>
</tr>
<tr>
<td>E-billing</td>
<td>07/01/14</td>
</tr>
</tbody>
</table>

RFP # BC-20862-Q
E. UNIVERSITY RESOURCES:

1. The University will designate a Project Manager to work with the selected firm to provide University information, coordinate data gathering activities, ensure the availability of UMBC staff, as needed, and approve the Contractor’s invoices.

2. The Contractor shall identify in its Technical Proposal development required to be done by UMBC resources, if any.

F. PAYMENT SCHEDULE: The successful Contractor will provide a schedule of values based on their price proposal and the above schedule. This payment schedule shall be submitted to UMBC’s Project Manager for the review and approval. Once approved, the Contractor may invoice based upon the final payment schedule; invoices are to be approved by UMBC’s Project Manager based on UMBC’s acceptance that each scope item is operational.

END OF SECTION 2
SECTION 3
PROPOSALS, EVALUATION AND FORMS

INTRODUCTION/ OVERVIEW /PROCUREMENT PHASES

ARTICLE 1

SUMMARY OF PROPOSAL SUBMITTALS/PRESENTATIONS: Responses to the RFP solicitation # BC-20862-Q are to consist of the following:

1. **Technical Proposal Submittal** (see Article 2 of this Section 3 for detailed information): All Proposers will be required to submit **one (1) original and nine (9) copies [for a total of ten (10) sets]** of the Proposal, which are due by **Tuesday, February 12, 2013, no later than 2:00 p.m. to the Issuing Office.** (Refer to Section 1, Item 1.3 for more details.) UMBC reserves the right to photocopy additional copies of any or all parts of the proposal for the evaluation and selection process.

2. **Interview/Oral Presentation** (see Article 3 of this Section 3 for detailed information): Only those Proposers who are short-listed based on the initial proposal evaluation will be requested to attend an Interview/Oral Presentation at the University. The dates and times of these sessions will be set upon completion of the Initial Evaluation; however, it is anticipated that the Interview/Oral Presentations Discussion Sessions will be conducted on **Tuesday, March 26, 2013; Wednesday, March 27, 2013; and /or Thursday, March 28, 2013, so Proposers are advised to set these dates aside in their entirety so as to avoid any conflicts.**

   The proposed key personnel identified in the technical proposal for this contract **must** attend the Interview/Oral Presentation.

   At the time the Oral Presentation/Discussion Sessions are scheduled, the University will confirm in writing with each Proposer the specifics of these sessions inclusive of the topics, time periods, and requested key personnel. Following the Oral Presentation/Discussion Session, a Second Phase Evaluation will be conducted. (See Section 4 for details).

3. **Price Proposal:** Price Proposals are not requested at the time of submission of the Technical Proposal. Rather, Price Proposals will be requested only from those Proposers who are short-listed after the Second Phase Technical Evaluation. A sample Price Proposal form is included in **Appendix C.** The due date and time for price proposals is anticipated to be **Tuesday, April 16, 2013 at 2:00 p.m.** (See Article 3 of Section 3 for further details).

END OF SECTION 3, ARTICLE 1
SECTION 3
PROPOSALS, EVALUATION AND FORMS

TECHNICAL PROPOSAL REQUIREMENTS

ARTICLE 2

A. TECHNICAL PROPOSAL: The Technical Proposal must be submitted as a single submittal in a sealed container. The container shall have the Proposer's name, the RFP Title and RFP number prominently displayed, together with the word, "PROPOSAL", and shall be delivered on, or before, Tuesday, February 12, 2013, on or before 2:00 p.m. to the UMBC's Procurement Services at the address noted in “Section 1 of the RFP as "The Issuing Office". One (1) original and nine (9) copies [for a total of ten (10) sets are to be provided.] The original is to be clearly labeled.

B. TECHNICAL PROPOSAL REQUIREMENTS:

1. Transmittal Letter

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

2. Proposal Criteria

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

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

3. Signing of Forms

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

University Procurement policies require that each proposal submitted by a firm include a signed Proposal Affidavit. A copy of this Proposal Affidavit is included in **Appendix A** of this RFP. Proposers must complete, sign and return this affidavit.

5. **Insurance**

Provide a copy of a Certificate of Insurance verifying your firm's coverage for Commercial General Liability, Excess Liability, Workmen's Compensation, and Automobile Liability.

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

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

C. **TECHNICAL PROPOSAL CRITERIA**

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

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

1. **Approach to the Provision of Services:**

1.1 Provide a description of your firm’s approach to each element of this engagement inclusive of “how” these services will be provided for each element noted below. Should any element of the Proposer’s products/services be provided by a vendor other than the Proposer, the Proposer shall indicate this in its response along with specific information on the other vendor.

1.1.1 **Cashiering Solution** that integrates with multiple vendor applications [i.e., PeopleSoft (PS) Student Administration/Campus Solution 9.0, PeopleSoft (PS) Finance 8.9, Diebold, T2 Parking System, etc.] as further described in Section 2 of this RFP. Please identify all vendor applications on which your solution is integrated.

1.1.2 **Online Payment and Billing Presentation Gateway** that fully integrates with PS Student Administration/Campus Solution 9.0, PS Finance 8.9 and offers an option for authorized payors (authenticated) and third party payors (no authentication) and the identified services in Section 2 of this RFP.
1.1.3 **Online Tuition Payment Plan solution** which fully integrates with PS Student Administration/Campus Solution 9.0, PS Finance 8.9, and delivers the identified elements in Section 2 of this RFP. Within this information, the Contractor shall identify if it (a) fully manages the online Tuition Payment Plans or (b) does not, as well as, any alternative payment plans that it offers. Note: Higher consideration will be given in this area if a Proposer offers alternative tuition payment plans in addition to the one (1) plan identified by UMBC in Section 2.

1.1.4 **Electronic Refunds** that are in full compliance with regulations and guidelines established by the Federal Trade Commission, and the Federal Educational Rights and Privacy Act (FERPA) and all other applicable federal and state regulations and guidelines to protect the integrity of the data. Since many student refunds contain Federal Financial Aid, the services must also comply with Federal Financial Aid regulations.

1.2 **Implementation & Training Plan** which must include (i) a preliminary implementation plan for UMBC based on the schedule provided in Section 2; and, (ii) a description of the training program inclusive of method, content, and location (i.e. online, on site, etc.). In addition, the Contractor shall provide comments, if any, to the Schedule provided in Section 2, Item D of this RFP.

1.3 **Performance Considerations:**

1.3.1 **Questionnaire:** The Contractor shall complete the Questionnaire (provided in Appendix A). (As noted in Section 2, during the interview process UMBC will provide comments, if any, to the Contractor’s responses; final criteria on these performance items will be confirmed with all Proposers who are requested to submit a Price Proposal prior to the due date.

1.3.2 **Service Level Agreement (SLA):** The Contractor shall provide a summary of their SLA(s) for all services to be provided, as well as, a complete copy of the agreement(s).

1.4 **Other Information:**

1.4.1 **Marketing:**

a. Cashiering Solution and Online Billing and Payment Gateways: The Contractor shall identify the marketing tools that it will provide to UMBC for these scope elements.

b. Tuition Payment Plans:
   - If the Contractor does not fully manage the online Tuition Payment Plans, the Contractor shall identify the marketing tools that it will provide to UMBC for these plans.
   - If the Contractor does fully manage the online Tuition Payment Plans, the Contractor shall describe its marketing plan for this scope element.
c. **Electronic Refunds:** The Contractor shall identify the marketing tools that it will provide to UMBC for this scope element.

1.4.2 **Development Work:** The Contractor shall identify in its Technical Proposal development required to be done by UMBC resources, if any. If there is no development required to be done by UMBC, the Contractor shall so note this in the Technical Proposal; should a Contractor fail to provide any information in its Technical Proposal on this subject this will mean that no development by UMBC is required.

2. **Key Personnel/References:**

2.1 **Overview:** Provide an executive summary of the level of support your firm will provide during implementation and then throughout the contract.

2.2 **Key Positions:** Complete the **Key Personnel Form** for each of the positions noted below in #2.2.1 through #2.2.4 (form is provided in Appendix A):

2.2.1 **Account Representative/Executive:** Identify and provide the complete background and experience on three (3) similar contracts of the Proposer’s Account Representative/Executive who will be assigned to UMBC. This person will be the primary point of contact for the University and oversee the services provided by the contractor inclusive of resource allocations throughout the term of the contract.

2.2.2 **Student Financial Customer Service Representative:** Identify and provide the complete background of the Proposer’s Student Financial Customer Service Representative who will be assigned to UMBC. This person will be the dedicated point of contact for any customer service issues related to functional issues on the Student Financial Gateway throughout the term of the contract.

2.2.3 **IT Customer Service Representative:** Identify and provide the complete background of the Proposer’s IT Customer Service Representative to be assigned to UMBC. This person will be the dedicated point of contact for any customer service issues related to technical issues on the Student Financial Gateway throughout the term of the contract.

2.2.4 **Designated Account Representative for Tuition Payment Plans:** Identify and provide the complete background on this person who will be the primary contact with the Bursar’s Office on these plans. This person should have a minimum of two (2) years experience with deferred payment accounts; higher consideration will be given if experience beyond this minimum.

2.2.5 **Electronic Refund Representative:** Identify and provide the complete background of the Proposer’s Electronic Refund Service Representative to be assigned to UMBC. This person will be the dedicated point of contact for any customer service issues related to technical issues on the Student Financial Gateway throughout the term of the contract.

2.2.6 **Other Key Personnel:** Identify the other key personnel who will be involved in this engagement, their assigned roles and the resume for each.
2.3 **Key Personnel References:** The client references identified on the Key Personnel Form for the (i) Account Representative/Executive, (ii) Student Financial Customer Service Representative, (iii) IT Customer Service Representative, (iv) Designated Account Representative for Tuition Payment Plans and (v) Electronic Refund Representative may be contacted by the University. Please ensure that the information provided is accurate, particularly the telephone numbers. Such references should be able to speak to these key personnel’s performance on contracts similar to UMBC; two (2) references MUST be from higher education institutions.

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

**NOTE: Personnel Commitment:** By submitting the name under this Key Personnel section, the Proposer is committing these individuals to UMBC for this contract, if awarded. No personnel change will be permitted without written authorization from the University via a contract amendment.

3. **Firm Experience/References:** Complete the Firm Experience Form (found in Appendix A) on three (3) contracts of similar scope and complexity performed over the last 5 years. Contracts may be from both private and public sector clients, however, **all three (3) contracts must be from higher education institutions with hosted services with a minimum of online payment and billing presentation gateways provided;** higher consideration will be given if the other UMBC requested services are also provided and if the institution’s student body is 13,000 or larger.

The contact person on each Firm Experience Form will serve as a reference for the Proposer’s firm. Please insure that the information is accurate to ensure that the references are current and reachable. The notations above in #2.3 on key personnel references also apply to firm references.

4. **Company Profile/Background/Financial Statements:**

4.1 **Company Profile:** Complete the Company Profile Form found in Appendix A, which includes a description of your company, the management and ownership structure and the range of services your company provides, as well as, the specifics of your firm’s student financial gateway services inclusive of the associated percentage these type of services of your firm’s annual sales volume.

4.2 **Major Client List:** Provide a list of your firm’s current major clients for student financial gateway services.

4.3 **Financial Statements:** Recent (preferably audited) financial statement for the last two (2) years to ensure the University that the Proposer has the financial strength
to fulfill the obligations under the contract. (One copy is sufficient in the original proposal. The financial statement will be held in strict confidence by UMBC.)

END OF SECTION 3, ARTICLE 2
SECTION 3
PROPOSALS, EVALUATION, AND FORMS

ARTICLE 3
INTERVIEW/ORAL PRESENTATIONS

1. **OVERVIEW:** Only those Proposers who are short-listed, based on the initial proposal evaluation, will be requested to attend an Interview/Oral Presentation at the University.

2. **SCHEDULE:** The dates and times of the Interview/Oral Presentation will be set by the University upon completion of the initial proposal evaluation, however, these sessions are anticipated to be held on **Tuesday, March 26, 2013; Wednesday, March 27, 2013 and/or Thursday, March 28, 2013.** Proposers are advised to set these dates aside in their entirety to avoid any conflicts. The actual date/time will be verified with the applicable Proposers at the time it is requested. The time and date is at the sole discretion of UMBC.

3. **PURPOSES:** The purposes of the Interview/Oral Presentation sessions are as follows:

   - (i) to allow the University to meet the Proposer's key people and to allow these key people to convey their expertise and applicable experience;
   - (ii) for the Proposer to present its approach to the provision of services under this engagement;
   - (iii) to provide an opportunity to clarify the scope of services for this contract; and,
   - (iv) discuss the Price Proposal form.

   At this time, each Proposer will be required to have present the Account Representative/Executive, Dedicated Functional Customer Services representative and Dedicated IT Technical Customer Services representative and any of the other proposed key personnel who are needed to present the Proposer’s approach to the provision of services to the University at this session.

   The Interview/Oral Presentation session forum will be informal as the University is **not** interested in a marketing presentation; rather, the University is requesting a round table discussion with each of the short-listed firms.

   Upon completion of the Interviews/Oral Presentations, the University will conduct the Second Phase Evaluation as described in “Section 4”.

END OF SECTION 3, ARTICLE 3
SECTION 3
PROPOSALS, EVALUATION, AND FORMS

ARTICLE 4
PRICE PROPOSAL

1. OVERVIEW:

Price Proposals are not requested at the time of submission of the Technical Proposal. Rather, Price Proposals will be requested only from those Proposers who are short-listed after the Second Phase Technical Evaluation. An addendum will be issued at the time in which Price Proposals are requested to confirm the due date and time.

2. PRICE PROPOSAL PHASE: The Price Proposal must be submitted in a sealed container. The container shall have the Proposer's name, the contract name and the RFP number prominently displayed, together with the words "PRICE PROPOSAL".

2.1 Price Proposal Form: A sample Price Proposal form is included in Appendix C for information only. Below please find the anticipated pricing structure, however, this structure may evolve as the procurement progresses. At the time requested, the final Price Proposal form will be provided to the applicable proposers.

(a) Cashiering Solution and Online billing and payment gateways pricing for the initial contract term: This pricing shall consist of a total lump sum price for the first year of the five (5) year initial contract period for these hosted services. The lump sum price is to include all costs associated with the provision of these services under this contract.

(b) Tuition Payment Plans: Quoted (i) per student price for each tuition payment plan and (ii) the commission to the University for each tuition payment plan.

(c) Electronic Refunds:
This pricing shall consist of a total lump sum price for the first year of the five (5) year initial contract period for these hosted services. The lump sum price is to include all costs associated with the provision of these services under this contract.

(d) Consulting Services: Quoted hourly rates shall be provided in the event that consulting services are requested during the term of this contract.

Note: Prices for each year of the contract following the first year inclusive of applicable contract renewal years will be handled as follows: It will be the responsibility of the Contractor to request a price increase, if any, by April 1st prior to the expiration of the contract. Any price increase not received by that time, will not be considered and pricing in the subsequent year will remain as stated during the just completed contract term. A price increase, if any, shall not exceed the Consumer Price Index ("CPI") for “All Urban Consumers” as published by the US Department of Labor Statistics. For purposes of calculating the potential increase, the CPI to be used will be the index for twelve-month period ending at the previous calendar year. For example, if the contract...
term ends June 30, 2019, the price index for twelve-month period ending December 2018 will be used. Statistics will be referenced as a **cap** for negotiable purposes only. Contractor is not to assume that any price increase will be applied to yearly renewals. As well, increases are not cumulative for prior years; if a contractor fails to request a price increase in one year and then requests an increase for the subsequent year, the contractor cannot include a cumulative amount which includes the prior annual term. Any increase approved by the University will take effect on July 1st of each year.

2.2 **Price Proposal Due Date/Time:** Short-listed Proposers will be required to submit **one (1) original and six (6) copies [for a total of seven (7) sets]** of the Price Proposal, which date and time is anticipated to be **Tuesday, April 16, 2013 at 2:00 p.m.** to the Issuing Office. (Refer to Section 1, Item 1.3 for more details.) UMBC reserves the right to photocopy additional copies of any or all parts of the proposal for the evaluation and selection process. Price Proposals will be opened privately.

END OF SECTION 3, ARTICLE 4
SECTION 3
PROPOSALS, EVALUATION, AND FORMS

ARTICLE 5
EVALUATION AND SELECTION PROCEDURES

1. Evaluation and Selection Committee

All contractors’ proposals received by the closing deadline will be reviewed. The Procurement Officer shall establish an Evaluation and Selection Committee to review and evaluate the proposals. The Committee may request additional technical assistance from any source.

2. Evaluation Procedure

2.1 Qualifying Proposals

The Procurement Officer shall first review each proposal for compliance with the mandatory requirements of this RFP. Failure to comply with any mandatory requirement will normally disqualify a contractor’s proposal. The University reserves the right to waive a mandatory requirement when it is in its best interest to do so. The contractor must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP. Each section of the proposal will be evaluated according to the criteria listed below. Proposals cannot be modified, supplemented, cured, or changed in any way after the due date and time for technical proposals, unless specifically requested by the University.

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

2.2 Technical Evaluation

After compliance with the mandatory requirements in this RFP has been determined, the Committee shall conduct its evaluation of the technical merit of the proposals in accordance with the Evaluation Criteria. Proposals are evaluated to determine which proposal is most advantageous to the University. The process involves applying the evaluation criteria contained in the RFP, comparing the proposals to each other, and ranking the proposals from most to least advantageous. If used in the evaluation process, numerical point scores will be useful guides but will not be the sole factor in determining the award. The decision for the award will not be made solely by the raw scores themselves, but rather by the strengths, weaknesses, advantages, and deficiencies that the scores represent.
The criteria that will be used by the committee for the technical evaluation of the proposals for this specific procurement are listed below. Each committee member will evaluate the proposals on each major criterion. Factors are listed in order of importance.

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

2.2.1 **Initial Technical Evaluation**

An evaluation of the Technical Proposals will be conducted by the University’s Evaluation and Selection Committee. The order of importance of the technical criteria is as follows:

1) Approach to the Provision of Services;
2) Key Personnel/References
3) Firm Experience/References
4) Company Profile/Major Client List/Financial Statements

Firms will be ranked. Those proposals not considered "to be reasonably susceptible of being selected for award" may be rejected after evaluation of the Technical Proposals and will not progress further in the procurement. A short list will be developed based on the initial technical evaluation results. Upon completion of the initial technical evaluation, all proposers will be notified as to the results of the initial technical evaluation of his/her firm's technical proposal. Only shortlisted firms will advance in the procurement process.

2.2.2 **Interviews/Oral Presentations:** As noted previously and based on the committee’s initial review of proposals, the University intends to invite, without cost to itself, the short listed firms to conduct an interview/presentation of their proposal and to demonstrate their capabilities and expertise as a further consideration in the selection process. Only those contractors who are to be reasonably susceptible of being selected for award shall be offered the opportunity to participate in the process.

2.2.3 **Second Phase Technical Evaluation**

Following the Interviews/Oral Presentation sessions held with the short listed firms, a Second Phase Technical Evaluation will be conducted. The order of importance of the technical criteria will remain the same with the discussions at the Interview/Oral Presentation and the references for the Key Personnel and the Firm incorporated into the appropriate criteria; that is, the order of importance will remain as follows:

1) Approach to the Provision of Services;
2) Key Personnel/References
3) Firm Experience/Firm References
4) Company Profile/Major Clients List/Financial Statements
In the Second Technical Evaluation, all information provided by the Proposer in the Technical Proposal will be re-evaluated based on the discussions with the short listed firms at the Interview/Oral Presentation session along with the information noted above.

2.2.3 **Final Technical Evaluation:**

The University will establish a ranking of technical proposals from highest to lowest. If a numerical point scoring system is utilized, scores will be normalized, that is the highest ranked proposal will receive 100% of the available technical score with subsequently lower ranked proposals receiving proportionately lower scores. A second shortlist may result from this evaluation. Upon completion of the second phase technical evaluation, all proposers will be notified as to the results of the second phase technical evaluation of his/her firm's technical proposal.

3. **Price Proposal Phase:**

Upon completion of the Second Phase Technical Evaluation, **only** those firms whose technical proposals remain short listed will be requested via an addendum to submit a Price Proposal. The due date and time for price proposals is anticipated to be **Tuesday, April 16, 2013, at 2:00 p.m.**

It is the intent of the University that the Price Proposal will consist of a lump sum quotation for the Cashiering Solution and Online Payment & Billing Presentation gateways and quotations for per student costs and University commissions for the Online Tuition Payment Plan solution, as well as, the Electronic Refund quotes. A sample **Price Proposal Form** is provided in **Appendix C**, however, it is anticipated that this form may evolve as the procurement progresses.

3.3.1 **Price Evaluation**

Price Proposals will not be opened publicly. Price Proposals will be evaluated based on the total cost for the initial term of the contract.

3.3.2 **Final Price Evaluation:**

The University will establish a financial ranking of the proposals from lowest to highest total offers. If a numerical rating is utilized, the lowest evaluated total offer will receive 100% of the points awarded to the financial portion with subsequently higher quotes receiving proportionally lower points.

4. **Discussions.** The University reserves the right to recommend a Proposer for contract award based upon the Proposer's technical proposal and price proposal without further discussions. However, should the Committee find that further discussion would benefit the University, 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, the Procurement Officer shall establish procedures and schedules for conducting discussions and will notify responsible Proposer(s).
5. **Best and Final Offers.** When in the best interest of the University, the Committee may recommend and the Procurement Officer may permit qualified Proposers to revise their proposals by submitting "Best and Final" offers either during the Technical Phase and/or the Price Proposal Phase of this procurement.

6. **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 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.

   **END OF SECTION 3**
SECTION 4
TERMS AND CONDITIONS OF THE PROPOSAL

4.1 **Proposer's Responsibility.** Proposers are advised to read the requirements very carefully to ensure that each requirement is understood. If in doubt, develop and submit applicable questions, in writing to the contact at the Issuing Office per “Section 1” of the RFP. Any Proposer's misinterpretation of requirements shall not relieve the Proposer of responsibility to accurately address the requirements of the RFP or to perform the contract, if awarded.

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

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

4.4 **Interviews/Oral Presentation.** Vendors who submit proposals may be required to make individual presentations to the University representatives. (See Section 3, Article 3, for further information.).

4.5 **Evaluation Of Proposals.** Contract Award will be made to the responsible Proposer(s) whose proposal best meets the needs of the University as determined by the Procurement Officer. All proposals will be evaluated by an University evaluation committee. After considering the factors set forth in this RFP, the committee will make recommendations for the award of a contract to the vendor(s) whose proposal(s) is/are determined to be the most advantageous to the University. (See Section 3 for further information).

4.6 **Proposal Affidavit and Certifications.** State procurement regulations require that proposals contain certifications regarding non-collusion, debarment, cost and price, etc. The affidavit form, which should be completed by all respondents and returned with their respective responses, is included in **Appendix A** of the RFP.
4.7 **Economy of Preparation.** Proposals should be prepared simply and economically, providing a straightforward, concise description of the vendor's offer to meet the requirements of the RFP.

4.8 **Multiple Proposals.** Vendors may not submit more than one proposal.

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

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

4.11 **Public Information Act.** Proposers must specifically identify those portions of their proposals, if any, which they deem to contain confidential, proprietary information or trade secrets and must provide justification why such material should not, upon request, be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Sub-Title 6, of the Annotated Code of Maryland.

Vendors must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret (it IS NOT sufficient to preface your proposal with a proprietary statement,). Failure to comply may result in rejection of your proposal.

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

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

4.14 RFP Response Materials. All written materials submitted in response to this RFP become the property of UMBC and may be appended to any formal documentation, which would further define or expand the contractual relationship between UMBC and the successful vendor(s).

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

The debriefing shall be limited to discussion of the unsuccessful Proposer's proposal only and shall NOT include discussion of a competing Proposer's proposal. The debriefing may include information on areas in which the unsuccessful proposer’s proposal was deemed weak or insufficient. The debriefing may NOT include discussion or dissemination of the thoughts, notes or ranking from an individual evaluation committee member. A summarization of the procurement officer’s rationale for the selection may be given.

4.16 Maryland Public Ethics Law, Title 15. The Maryland Public Ethics Law prohibits, among other things: State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from (i) submitting a bid or proposal, (ii) negotiating a contract, and (iii) entering into a contract with the governmental unit with which the individual is affiliated per the Maryland Code, State Government Article, SS 15-502.

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

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

END OF SECTION 4
APPENDIX A

TECHNICAL PROPOSAL FORMS

Questionnaire Form
Key Personnel Form
Firm Experience Form
Company Profile Form
Proposal Affidavit Form

Acknowledgement of Receipt of Addenda Form
PROPOSER: __________________________________________________________

1. **Cashiering Solution**: What is your response time at peak periods (months of August, September, January and February) from data entry, transition completion through record update in PeopleSoft?

   Response: ____________________________________________________________________
   ____________________________________________________________________
   ____________________________________________________________________

2. **Online Payment and Billing Gateway**:

2.1 What is the average response time for a credit card transaction through your Payment Gateway?

   Response: ____________________________________________________________________
   ____________________________________________________________________
   ____________________________________________________________________

2.2 Describe your paper-billing solution?

   Response: ____________________________________________________________________
   ____________________________________________________________________
   ____________________________________________________________________

2.3 Based on a university of 13,000 – 16,000 students, what would you anticipate the average concurrent user population realized during peak periods to be?

   Response: ____________________________________________________________________
   ____________________________________________________________________
   ____________________________________________________________________
2.4 Is the payment gateway able to handle 400 concurrent (simultaneous) users? If not, how many concurrent users can your gateway handle?

Response: _____________________________________________________
______________________________________________________________
______________________________________________________________

2.5 What is the threshold at which your data center experiences performance issues?

Response: _____________________________________________________
______________________________________________________________
______________________________________________________________

2.6 Payment and e-bills gateways are required to handle at least 3,000 transactions during peak periods which are defined as the months of August, September, January and February. Please confirm if your firm’s product can handle this volume, as well as, describe how your firm manages these academic peak periods in light of all of your clients.

Response: _____________________________________________________
______________________________________________________________
______________________________________________________________
______________________________________________________________
2.7 The University is requiring credit card refunds up to a minimum of 90 days with 120 days or longer preferred. Please confirm that your firm can adhere to the 90 day minimum period and advise as to how many days beyond 90, if any, your firm can allow for such refunds.

Response: __________________________________________________________

____________________________________________________________

____________________________________________________________

3. **Tuition Payment Plans**: What is your firm’s response time from enrollment in a plan through payment reference check and approval?

Response: _________________________________________________________

____________________________________________________________

____________________________________________________________

4. **Electronic Refunds**:  

4.1 Do you require Social Security Numbers to issue refunds to student?

Response: _________________________________________________________

____________________________________________________________

____________________________________________________________

4.2 What is the turn- around time from the receipt of funds to disbursement of the refund?

Response: _________________________________________________________

____________________________________________________________

____________________________________________________________
4.3 Do you accept ACH and/or wire transfer of the funds?

Response: _____________________________________________________
______________________________________________________________
______________________________________________________________

4.4 Do you issue Parent Plus Loans refunds?

Response: _____________________________________________________
______________________________________________________________
______________________________________________________________

5. **Data Center Monitoring**: The University anticipates that the awarded firm monitors its data center 24 hours, 7 days per week, 365 days per year. In addition, availability on an “as-needed” basis, of technical personnel on specific weekends where system upgrades are occurring is required. Please confirm if this is the case for your firm; if not, please advise as to what your coverage is.

Response: _____________________________________________________
______________________________________________________________
______________________________________________________________

6. **Disaster Recovery Plan**: Please provide a detailed disaster recovery plan for each of the above services which include the Cashiering Solution, Online Billing and Payment Gateways, Tuition Payment Plans, and Electronic Refunds.

Response: _____________________________________________________
______________________________________________________________
______________________________________________________________

______________________________________________________________
7. **Reporting:**

7.1 Provide a description of the standard reports that the Proposer would provide with each of the above services (i.e. Cashiering, Online Billing and Payment Gateways, and Tuition Payment Plans, and Electronic Refunds inclusive of their frequency.)

Response: ________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

7.2 Provide a description of reporting tools that would be available to UMBC for their use for each of the above services.

Response: ________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

8. What tools does your firm use to monitor performance?

Response: ________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________
9. What method do you employ to notify your customers of both planned and unexpected “downtimes?”

Response: ________________________________________________________________

______________________________________________________________

______________________________________________________________

10. **Outsourcing**: The Contractor shall identify any elements of its proposal that are outsourced by the Contractor to a third party.

Response: ________________________________________________________________

______________________________________________________________

______________________________________________________________

11. **Additional Services/Features**: In addition, UMBC is interested in the awarded Contractor providing other additional services/features under the above categories (1-3) not specifically named herein without additional costs to UMBC. Please describe additional services/features, if any, your firm would include.

Response: ________________________________________________________________

______________________________________________________________

______________________________________________________________

END OF QUESTIONNAIRE
Proposing Firm: ________________________________

1. PERSON'S NAME: ________________________________

2. POSITION TO BE ASSIGNED:
   
   _____ ACCOUNT REPRESENTATIVE/EXECUTIVE
   
   _____ DEDICATED STUDENT FINANCIALS CUSTOMER SERVICE REPRESENTATIVE
   
   _____ DEDICATED IT CUSTOMER SERVICE REPRESENTATIVE
   
   _____ DESIGNATED ACCOUNT REPRESENTATIVE FOR TUITION PAYMENT PLANS
   
   _____ DEDICATED ACCOUNT REPRESENTATIVE FOR ELECTRONIC REFUNDS
   
   _____ OTHER: ____________________________

3. EDUCATIONAL BACKGROUND:
   
<table>
<thead>
<tr>
<th>Institution</th>
<th>Degree/Diploma/Certificate</th>
<th>Major (if any) and Date of Degree or Diploma</th>
</tr>
</thead>
</table>

4. EMPLOYMENT HISTORY*: (*NOTE: If a person has more than three (3) employers in his/her employment history, please provide complete employment history via supplemental page(s) attached to this form.)

4.1 CURRENT EMPLOYER'S NAME: ________________________________

   DATES OF EMPLOYMENT: ________________________________

   Position Held | Duration by Date(s)
Proposing Firm: ________________________________________________

4.2 PRIOR EMPLOYER'S NAME: _________________________________

DATES OF EMPLOYMENT: ________________________________________

<table>
<thead>
<tr>
<th>Position Held</th>
<th>Duration by Date(s)</th>
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</tbody>
</table>

4.3 PRIOR EMPLOYER'S NAME: _________________________________

DATES OF EMPLOYMENT: ________________________________________

<table>
<thead>
<tr>
<th>Position Held</th>
<th>Duration by Date(s)</th>
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</tbody>
</table>

5. SIMILAR RELEVANT PROJECT EXPERIENCE/REFERENCES: Provide a full description of Key Person’s project experience, including their role on the project. (Note: As indicated in the solicitation document, references are to be project/contract references not employment references; that is, the University is interested in speaking to a Client regarding the person's performance on a particular project.) Per the solicitation documents, the University will contact the references provided below during the evaluation.
Proposing Firm: ________________________________________________

5.1 PROJECT REFERENCE CONTACT PERSON & TITLE: ________________

__________________________________________________________________

TELEPHONE #: ______________________________

COMPANY NAME: ________________________________________________

KEY PERSON’S ROLE: _____________________________________________

DESCRIPTION OF SERVICES PROVIDED: _____________________________

__________________________________________________________________

__________________________________________________________

CONTACT PERIOD: ______________________________________________

DURATION KEY PERSON WAS ON THE PROJECT: ______________________

Note: If key person not assigned for the full duration of the contract, please explain__________________________________________________________________________

__________________________________________________________________________

Why is this project similar/relevant to the University’s project?

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________
Proposing Firm: ________________________________________________

5.2 PROJECT REFERENCE CONTACT PERSON & TITLE: ______________

______________________________________________________________

TELEPHONE #: ______________________________

COMPANY NAME: ______________________________________________

KEY PERSON’S ROLE: ____________________________________________

DESCRIPTION OF SERVICES PROVIDED: __________________________

________________________________________________________________

________________________________________________________________

CONTRACT PERIOD: _____________________________________________

DURATION KEY PERSON WAS ON THE PROJECT: _____________________

Note: If key person not assigned for the full duration of the contract, please explain______________________________________________

________________________________________________________________

Why is this project similar/relevant to the University’s project?

________________________________________________________________

________________________________________________________________

________________________________________________________________
RFP FOR STUDENT FINANCIAL GATEWAYS
RFP # BC-20862-Q
KEY PERSONNEL FORM – Page 5 of 6

Proposing Firm: ________________________________________________

5.3 PROJECT REFERENCE CONTACT PERSON & TITLE: ________________

________________________________________________________________________

TELEPHONE #: ______________________

COMPANY NAME: ________________________________________________

KEY PERSON’S ROLE: ________________________________________________

DESCRIPTION OF SERVICES PROVIDED: _______________________________ 

________________________________________________________________________

________________________________________________________________________

CONTRACT PERIOD: ____________________

DURATION KEY PERSON WAS ON THE PROJECT: _________________________

Note: If key person not assigned for the full duration of the contract, please explain
________________________________________________________________________

________________________________________________________________________

Why is this project similar/relevant to the University’s project?
________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

NOTE: For each Key Person, the Proposing Firm may attach other relevant similar project experience to this form.
Proposing Firm: ________________________________________________________________

6. ACHIEVEMENTS/OTHER NOTATIONS (NOT REQUIRED):

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

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

The Proposer is to complete this form on three (3) contracts that he/she deems the most similar or relevant to the UMBC contract; all contracts must be with higher education institutions and at a minimum the Contractor is providing online payment and billing presentation gateways. Contracts listed should demonstrate experience in the provision of services that are similar to the UMBC scope of services.

Company /Institution Name: ____________________________________________

Contact Name: _________________________________________________________

Contact Title: __________________________________________________________

Contact E-mail address: ________________________________________________  Contact Phone #: __________________

1. **Description of services performed:** Check all that apply; see space below to identify other services/features, if any.

A. _____ **Cashiering solution:**

   (i) Integrated with the following vendor applications:

   _____ PeopleSoft SA/Campus Solutions 9.0   _____ Diebold
   _____ PeopleSoft Finance 8.9           _____ T2 Parking System
   _____ Other: _________________________________________________________

   (ii) Features:

   _____ Multiple cashiering locations   _____ Real-time updates
   _____ Campus departmental deposit functionality   _____ Customized reports
   _____ Receipt printer & check scanner   _____ Flexible search option reports
   _____ Student campus card update   _____ Export to MS Excel or CSV Format reports

   _____ Credit Card acceptance (MasterCard, Discover, AMEX)
   _____ Pin-less debit card payment processing   _____ PCI certified & NACHA compliant
_____ PCI certified and NACHA compliant  _____ CVV2 & Address Verification Availability
B. ______ Online Payment & Billing Presentation Gateway

(i) Integrated with the following vendor applications:

_____ PeopleSoft SA/ Campus solutions 9.0  _____ PeopleSoft Finance 8.9

_____ Other: ____________________________________________________________

(ii) Options:

_____ Authorized payors (authenticated)

_____ Third party payors (no authentication)

_____ Other: ____________________________________________________________

(iii) Features:

_____ Single sign-on  _____ Real-time updates

_____ Electronic statements  _____ Customizable reports

_____ Print & mail paper statements  _____ Flexible search option reports

_____ E-mail notifications  _____ Export to MS Excel or CSV Format reports

_____ Credit Card acceptance (MC, Discover, AMEX)  _____ Daily, monthly or date range reports

_____ PCI certified & NACHA compliant payments  _____ ACH & pin-less debit

_____ Convenience fee processing  _____ CVV2 & Address Verification Availability

_____ Electronic one-time, scheduled or recurring payment options

_____ Credit card refunds  _____ Customer call & support ctr

_____ Electronic one-time, scheduled or recurring payment options
Receipts deposited in University bank account within ten (10) calendar days
C. Online Tuition Payment Plan

(i) Integrated with the following vendor applications:

_____ PeopleSoft SA/Campus solutions 9.0

_____ PeopleSoft Finance 8.9

_____ Other: ____________________________________________

(ii) Features:

_____ Online enrollment  

_____ Paper Enrollment Option  

_____ Multiple payee option  

_____ Single sign-on  

_____ Credit Card acceptance (MC, Discover, AMEX)  

_____ PCI certified & NACHA compliant payments  

_____ Convenience fees  

_____ Credit card updates  

_____ Electronic statements  

_____ Print and mail paper statements  

_____ Electronic one-time, scheduled or recurring payment options  

_____ Receipts deposited in University bank account within ten (10) calendar days
D. _____ Electronic Refunds

_____ Accept file transfer via flat file

_____ Other: ____________________________

E. _____ Other Services, if any:

_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________

2. Dates services provided:

_____________________________________________________________________

3. Contract Annual Dollar Value: $____________________________

(if this information is confidential, please indicate a dollar range such as “between $___K and $____K) “

4. Financial Structure of the Contract: (i.e. lump sum amount, per transaction, etc.):

_____________________________________________________________________

5. Name of the following key personnel:
   - Account Representative/Executive: ____________________________
   - Student Financial Customer Service Representative: _________________
   - IT Customer Service Representative: ____________________________
6. **Similarities to the UMBC Engagement:**

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________
APPENDIX A
UMBC STUDENT FINANCIAL GATEWAY SERVICES
RFP# BC-20862-Q

COMPANY PROFILE FORM
Page 1 of 2

COMPANY NAME: ________________________________

DATE OF INCORPORATION: ____________ STATE OF INCORPORATION: _______

# OF YEARS IN BUSINESS: ____________ NUMBER OF EMPLOYEES: __________

OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:

____________________________________________________________________________

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

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

HEADQUARTERS LOCATION:

____________________________________________________________________________

LOCATION OF OFFICE THAT WILL PROVIDE SERVICES TO UMBC AND NUMBER OF EMPLOYEES:

____________________________________________________________________________

TYPE(S) OF WORK PERFORMED AND SERVICES PROVIDED:

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

AVERAGE ANNUAL SALES: $_______________

% OF SALES RELATED TO STUDENT FINANCIAL GATEWAY SERVICES: _______%
COMPANY NAME: ____________________________________________________________

BRIEF HISTORY OF THE COMPANY (if preferred, an attachment to this form can be provided):
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

OTHER COMMENTS/ADDITIONAL INFORMATION: _________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows:

(indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

(a) Been convicted under state or federal statute of a criminal offense incident to obtaining or attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(b) Been convicted of any criminal violation of a state or federal antitrust statute;
(c) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(d) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(e) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d), above;

(f) Been found civilly liable under a state or federal antitrust statutes for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(g) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows:

(indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

_____________________________________________________________________________

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows:

(list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

_____________________________________________________________________________
E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows

(you must indicate the reasons why the affirmations cannot be given without qualification);

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

H. FINANCIAL DISCLOSURE AFFIRMATION
I FURTHER AFFIRM THAT:

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

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of and that the above business will comply with the provisions of Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which require that every person that enters in contracts, leases, or other agreements with the State of Maryland, including it agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate $10,000 or more shall, on or before February 1, of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contribution in excess of $100 to a candidate for in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs and alcohol;
APPENDIX A (page 5 of 7)

(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:
   
   (i) The dangers of drug and alcohol abuse in the workplace,
   (ii) The business’ policy of maintaining a drug and alcohol free workplace,
   (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
   (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by J(2)(b), above;

(h) Notify its employees in the statement required by §J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
   
   (i) Abide by the terms of the statement, and
   (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

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

(j) Within 30 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
   
   (i) Take appropriate personnel action against an employee, up to and including termination, or
   (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §J(2)(a)-(j), above.

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

(4) I acknowledge and agree that:

(a) The award of contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: ______________________________________________________________

Address: _____________________________________________________________

(If not applicable, so state.)

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

I FURTHER AFFIRM THAT:

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

M. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland in respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business in respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: _______________ By: ________________________________________________

(Authorized Representative and Affiant)
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: BC-20862-Q

TECHNICAL PROPOSAL DUE DATE: TUESDAY, FEBRUARY 12, 2013 at 2:00 P.M.

RFP FOR: UMBC PROCUREMENT FOR HOSTED STUDENT FINANCIAL GATEWAYS

NAME OF PROPOSER: ____________________________________________

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No. _____ dated ______
Addendum No. _____ dated ______
Addendum No. _____ dated ______
Addendum No. _____ dated ______
Addendum No. _____ dated ______
Addendum No. _____ dated ______

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

____________________________________
Signature

____________________________________
Name Printed

____________________________________
Title

____________________________________
Date

END OF FORM
APPENDIX B
CONTRACT FORMS/INFORMATION

UMBC STANDARD SERVICES AGREEMENT FORM
CONTRACT AFFIDAVIT FORM
By this Contract, made as of the day of _, 2013, by and between The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland, agency of the State of Maryland (“University”), 1000 Hilltop Circle, Baltimore, Maryland 21250, and ___________________ (“Contractor”), for ( ), the parties hereby agree as follows:

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

2. **SCOPE OF CONTRACT**: The Contractor's obligations and duties under this Contract shall include, but are not limited to, the terms, conditions and specifications contained in RFP No. _______ and any amendments or changes thereto as well as the Contractor's proposal submitted in response to the aforementioned RFP (collectively referred to hereinafter as the “Contract Documents”). These obligations and duties are subject to the unilateral right of the University to order, in writing, changes in the work within the scope of the Contract.

3. **COMPENSATION AND METHOD OF PAYMENT**:
   A. As compensation for satisfactory performance of the work described in Paragraph 2, above, the University will pay the Contractor $______________.
   B. The Contractor's Federal Tax Identification Number or, where applicable, Social Security Number is ________________.
   C. The Contractor shall be paid only for items or services that are specifically named in this Contract. No additional costs for items or services will be paid by the University without its prior express written consent.

4. **DELIVERY**: Delivery shall be made in accordance with bid/RFP specifications. The University reserves the right to test any materials, equipment, supplies or services delivered to determine if the specifications have been met. The materials listed in the specifications shall be delivered FOB the point or points specified prior to or on the date specified in the solicitation. Any material that is defective or fails to meet the terms of the specifications shall be rejected. Rejected materials shall be promptly replaced. The University reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejects shall be liable for any excess price paid for the replacement plus applicable expenses, if any.

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

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

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

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

9. **PATENTS, COPYRIGHTS AND TRADE SECRETS:**
   A. If the Contractor furnishes any design, device, material, process or other item which is covered by a patent or copyright or which is deemed proprietary to or a trade secret of another, Contractor shall obtain the necessary permission or license to use such item.
   B. Contractor will defend or settle, at its own expense, any claim or suit against the University alleging that any such item furnished by Contractor infringes any patent, trademark, copyright, or trade secret. Contractor also will pay all damages and costs that by final judgment may be assessed against the University due to such infringement and all attorneys’ fees and litigation expenses reasonably incurred by the University to defend against such a claim or suit. The obligations of this paragraph are in addition to those stated in paragraph 16 below.
   C. If any products furnished by Contractor become, or in Contractor’s opinion, are likely to become, the subject of a claim of infringement, Contractor will, at its option: (1) procure for the University the right to continue using the applicable item; (2) replace the product with a non-infringing product substantially complying with the item’s specifications; or (3) modify the item so it becomes non-infringing and performs in a substantially similar manner to the original item.

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

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

12. **CIVIL RIGHTS ACT 1964:** Vendors and Contractors providing materials, equipment, supplies or services to the State under this Contract herewith assure the State that they are conforming to the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1988, and the Civil Rights Act of 1991, and Section 202 of Executive Order 11246 of the President of the United States of America as amended by Executive Order 11375, as applicable.

13. **AFFIRMATIVE ACTION:** The Contractor and all subcontractors shall develop and maintain affirmative action plans directed at increasing the utilization of women and members of minority groups on State public works projects, pursuant to the Executive Order 11246 of the President of the United States of America and guidelines on Affirmative Action issued by the Equal Employment Opportunities Commission (EEOC) 29 C.F.R. part 1608 and the Governor of Maryland’s Executive Order 01.01.1993.16.

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

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

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

17. **SOFTWARE CONTRACTS:** As specifically provided by Maryland Code Annotated, Commercial Law Article, Section 21-104, the parties agree that this Contract shall not be governed by the Uniform Computer Information Transaction Act (“UCITA”), Title 21 of the Maryland Code Annotated, Commercial Law Article, as amended from time to time. This Contract shall be governed by the common law of Maryland relating to written agreements, as well as other statutory provisions, other than UCITA, which may apply, and shall be interpreted and enforced as if UCITA had never been adopted in Maryland. Vendor agrees that, as delivered to the University, the software does not contain any program code, virus, worm, trap door, back door, timer or clock that would erase data, or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its conditions, or manually on command of Vendor.

18. **EPA COMPLIANCE:** Materials, supplies, equipment and services shall comply in all respects with the federal Noise Control Act of 1972, where applicable. Power equipment, to the greatest extent possible, shall be the quietest available. Equipment certified by the US EPA as a Low Noise Emission Product pursuant to the Federal Noise Control Act of 1972 shall be considered to meet the intent of the regulation. The Contractor must supply and have immediately available to their employees spill containment equipment/supplies necessary to contain any hazards they may introduce to the job site. The Contractor is responsible for any and all costs incurred by the University in remediating spills or releases of materials he/she introduced onto the job site.

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

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

21. **TERMINATION FOR CONVENIENCE:** The performance of work under this Contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

22. **DELAYS AND EXTENSIONS OF TIME:** The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the

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performance of a State Contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a sub-contractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

23. **VARIATIONS IN ESTIMATED QUANTITIES:** [Delete is not applicable - if contract does not contain estimated quantity items.] No equitable adjustment shall be permitted in favor of either the State of Maryland or the Contractor in the event that the quantity of any pay item in this Contract is an estimated quantity and the actual quantity of such pay item varies from the estimated quantity stated in the Contract.

24. **LIQUIDATED DAMAGES:** [To be included where deemed appropriate by the Procurement Officer or insert "N/A"]: Time is an essential element of the Contract and it is important that the work be vigorously prosecuted until completion. For each day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the contract, the Contractor shall be liable for liquidated damages in the amount(s) provided for in the solicitation, provided, however, that the due account shall be taken of any adjustment of the specified completion time(s) for completion of work as granted by approved change orders.

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

26. **PRE-EXISTING REGULATIONS:** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.

27. **FINANCIAL DISCLOSURE:** The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches $100,000 or more, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

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

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

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

31. **COMPLIANCE WITH LAWS:** The Contractor hereby represents and warrants that:

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

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

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

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

32. **COST AND PRICE CERTIFICATION:** By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:
   A. A negotiated contract, if the total contract price is expected to exceed $100,000, or a smaller amount set by the procurement officer; or
   B. A change order or contract modification, expected to exceed $100,000, or a smaller amount set by the procurement officer.
   C. The price under this Contract and any change order or modification hereunder, including profit or, fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

33. **TRUTH-IN NEGOTIATION CERTIFICATION:** [Mandatory provision for architectural services or engineering services contracts exceeding $100,000. It shall be in substantially the same form as follows: or insert “N/A” if not applicable.] The Contractor by submitting cost or price information, including wage rates or other actual unit costs, certifies to the best of its knowledge, information and belief, that:
   A. the wage rates and other factual unit costs supporting the firm’s compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;
   B. if any items of compensation were increased due to the furnishing of inaccurate, incomplete or noncurrent wage rates or other units of costs, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The University’s right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and
   C. If additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or noncurrent wage rates and other factual costs.

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

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

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

37. **PROHIBITION AGAINST SHIFTING MARYLAND INCOME TO OUT-OF-STATE AFFILIATES:** Contractor may not, for any period during the Contract term, seek to reduce the amount of Contractor’s income subject to Maryland income tax by payments made to an affiliated entity or an affiliate’s agent for the right to use trademarks, trade names, or other tangible property associated with Contractor. Contractor agrees that during the course of this Contract it shall not make any such royalty or similar payments to any affiliated company; and if any such royalty or similar payments are made, Contractor and the affiliated company shall file separate Maryland income tax, under a formula that reasonably apportions the income of the affiliated company among the states, including Maryland, in which the Contractor does business. Contractor agrees that it is authorized to bind its affiliated entities to the terms hereof.

38. **USE OF CONTRACTOR’S FORMS NOT BINDING ON STATE:**
   A. The use or execution by the University of any forms, orders, agreements, or other documents of any kind, other than the Contract documents, used pursuant to or in the administration of any contract awarded by the University to the Contractor, shall not bind the University to any of the terms and conditions contained therein except those provisions:

RFP # BC-20862-Q
(1) Generally describing for the purposes of ordering: equipment or services to be provided, locations, quantities, delivery or installation dates, and, to the extent consistent with the Contract Documents, prices; and
(2) not otherwise inconsistent with the Contract Documents.

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

(1) the document expressly refers to the particular document and provision of the Contract Documents being modified and plainly and conspicuously identifies any modifications thereto as a modification; and
(2) the document is executed on behalf of the University by the procurement officer; and
(3) execution of the document is approved by the procurement authority whose approval is required by law.

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

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

41. MARYLAND LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflicts of law or choice of law principles.

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

43. SUCCESSORS AND ASSIGNS. This Agreement will bind upon and inure to the benefit of the parties hereto and their respective personal representatives/successors and assigns. Successors and assigns shall agree to assume in writing the obligations under this Contract.

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

45. CONTRACT CONTROLS: It is mutually agreed that any attached contract, or addenda thereto, by and between the University and the Contractor pertaining to this Contract is supplemental and subordinate to this University of Maryland, Baltimore County Contract. The terms and conditions of this University of Maryland, Baltimore County Contract shall, at all times and in all events and situations, be controlling.
46. **CONTRACT AFFIDAVIT:** The Contract Affidavit required by the USM Procurement Policies and Procedures, consisting of Authorized Representative statement, Certification of Corporate Registration and Tax Payment, and Certain Affirmations Valid is attached and is a part of this Contract that must be executed by an authorized representative of the Contractor.

47. **ENTIRE AGREEMENT:**
   A. This Contract constitutes the entire agreement of the parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the parties with respect to the subject matter hereof. This Contract is intended by the parties as the final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement.
   B. Headings: All headings are for reference purposes only and must not affect the interpretation of this Contract. All references to days in this Agreement mean calendar days, unless otherwise expressly stated. All references to including mean including without limitation.
   C. Partial Invalidity. Any provision of this Contract which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.
   D. Notices. Any notice required to be given hereunder shall be deemed to have been given either when served personally, by facsimile, or when sent by first class mail addressed to the parties at the addresses set forth in this Agreement.
   E. Counterparts. This Contract may be executed simultaneously, in two (2) or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to any other counterpart.

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

Contractor: ________________________________

________________________________________
Witness

BY: ________________________________
Signature

________________________________________
Typed/Printed Name

________________________________________
Title

________________________________________
Date

________________________________________
Telephone Number

University of Maryland Baltimore County

________________________________________
Witness

BY: ________________________________
Signature

________________________________________
Typed/Printed Name

________________________________________
Title

________________________________________
Date

________________________________________
Telephone Number
CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name:________________________________________
Address:______________________________________

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

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT to the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated __________, 2012, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date:___________ By:______________________________ (Authorized Representative and Affiant)

Revised January 2012
APPENDIX C

SAMPLE PRICE PROPOSAL FORM
Ms. Sharon Quinn  
University of Maryland Baltimore County  
Office of Procurement Services  
1000 Hilltop Circle,  
Administration Building, Room 301  
Baltimore, MD 21250  

Dear Ms. Quinn,  

The undersigned hereby submits the Price Proposal as set forth in RFP # BC-20862-Q dated 01/11/13 and the following subsequent addenda:  

Addendum ______ dated_______  
Addendum ______ dated_______  
Addendum ______ dated_______  

We confirm that this Price Proposal is based on the Requirements per the RFP and any subsequent addenda as noted above.  

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

1. **LUMP SUM PRICE FOR CASHIERING SOLUTION AND ONLINE BILLING AND PAYMENT GATEWAYS:**  

1.1 Quoted, total lump sum price to provide the scope of services per the RFP documents.  

(in words and figures)  

___________________________________________ dollars ($_____________)

Page 1 of 4
PROPOSAL NO.: RFP # BC-20862-Q
PRICE PROPOSAL DUE DATE: TUESDAY, APRIL 16, 2013, AT 2:00 P.M.
PROPOSAL FOR: HOSTED STUDENT FINANCIAL GATEWAYS

PROPOSER: ____________________________________________________

1.2 BREAKDOWN OF THE LUMP SUM AMOUNT NOTED IN #1 ABOVE BY THE CATEGORIES OF SERVICES:

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cashiering Solution</td>
<td></td>
</tr>
<tr>
<td>Online Payment &amp; Billing Presentation</td>
<td></td>
</tr>
<tr>
<td>Total (to be same as quoted price in #1 above)</td>
<td></td>
</tr>
</tbody>
</table>

2. TUITION PAYMENT PLANS: Quoted (i) per student price for each tuition payment plan and (ii) the commission to the University for each tuition payment plan.

2.1 Flexible Semester Payment Plan: Cost per student (in words and figures)

___________________________________ dollars ($_____________)

2.2 Alternative Payment Plan (if any): Cost per student (in words and figures)

___________________________________ dollars ($_____________)

2.3 Commissions: Check one     _____ Fixed Amount     _____ Percentage

2.3.1 Flexible Semester Payment Plan: If fixed amount (in words and figures)

___________________________________ dollars ($_____________)

If percentage: _____%

2.3.2 Alternative Payment Plan (if any): If fixed amount (in words and figures)

___________________________________ dollars ($_____________)

If percentage: _____%
3. **ELECTRONIC REFUNDS:**
   LUMP SUM PRICE FOR ELECTRONIC REFUNDS:

   3.1 Quoted, total lump sum price to provide the scope of services per the RFP documents.

   (in words and figures)

   ___________________________________________ dollars ($___________)

4. **CONSULTING SERVICES:** Quoted hourly rates shall be provided in the event that consulting services are requested during the term of this contract.

<table>
<thead>
<tr>
<th>Position</th>
<th>Quoted Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Representative/Executive</td>
<td>$</td>
</tr>
<tr>
<td>Functional Customer Service Representative</td>
<td>$</td>
</tr>
<tr>
<td>Technical Customer Service Representative</td>
<td>$</td>
</tr>
<tr>
<td>Technical Consultant</td>
<td>$</td>
</tr>
<tr>
<td>Functional Consultant</td>
<td>$</td>
</tr>
</tbody>
</table>

We understand that by submitting a proposal we are agreeing to all of the terms and conditions included in the RFP documents, and that the Bid/Proposal Affidavit submitted as part of the original technical proposal remains in effect. The evaluation and subsequent final ranking of proposals will be in accordance the RFP documents. We understand that technical weighs greater than cost.

We further understand that this Price Proposal includes all costs associated with the provision of the Services per this RFP. We understand that the University reserves the right to award a contract (or contracts) for all items, or any parts thereof, as set forth in detail under the information furnished in the RFP document.

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

(Signatures should be placed on following page.)
The Proposer represents, and it is a condition precedent to acceptance of this proposal, that the Proposer has not been a party to any agreement to submit a fixed or uniform price. Sign where applicable below.

A. INDIVIDUAL PRINCIPAL
In Presence of Witness:_________________
FIRM NAME________________________
ADDRESS __________________________
TELEPHONE NO.____________________
SIGNED____________________________
Printed Name________________________
Title:_______________________________

B. CO-PARTNERSHIP PRINCIPAL
(Name of Co-Partnership)
In Presence of Witness:_________________
ADDRESS __________________________
TELEPHONE NO.____________________
_____________________________ as to BY __________________________
(Partner)
Printed Name:________________________
_____________________________ as to BY __________________________
(Partner)
Printed Name:________________________
_____________________________ as to BY __________________________
(Partner)

C. CORPORATE PRINCIPAL
Printed Name:________________________
________________________ (Name of Corporation)
ADDRESS __________________________
TELEPHONE NO.____________________
Attest:
[Printed Name of Corporate (or Assistant Corporate)Secretary]

[Corporate (or Assistant Corporate) Secretary Signature for Identification]
BY:________________________ Signature of
Officer and Title
Printed Name
________________________
Title
Appendix D – Other General Information For Proposers

1 Definitions

1.1 **Award** means the decision by the University to execute the purchase agreement or contract after all necessary approvals have been obtained.

1.2 **COMAR** refers to the *Code of Maryland Regulations*.

1.3 **Contract** means the agreement entered into by the University as a result of this solicitation.

1.4 **Contractor** means the successful Proposer receiving a contract as a result of this solicitation.

1.5 **MBE** means “Minority Business Enterprise” which is any legal entity other than a joint venture, organized to engage in commercial transactions which is at least 51 percent-owned and controlled by one or more minority persons, or a nonprofit entity organized to promote the interests of the physically or mentally disabled as certified by the Maryland Department of Transportation. Refer to section 2.20 below.

1.6 **Proposer** means any person submitting a response to an RFP.

1.7 **Proposals** means the response by a Proposer to a request for proposals issued by a procurement agency to obtain goods or labor. The response may include but is not limited to a Proposer’s price and terms for the proposed contract, a description of technical expertise, work experience, and other information requested in the solicitation.

1.8 **RFP** means Request for Proposal(s).

1.9 **Time** – any time stated in this solicitation (e.g., 11:00 a.m.) is eastern standard time (“E.S.T.”)

1.10 **University or “UMBC”** – means the University of Maryland Baltimore County.

1.11 **USM** means the University System of Maryland.

2 General

The following general information is provided and must be carefully followed by all Proposers to insure that proposals are properly prepared.

2.1 Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed by a duly authorized person.

2.2 Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent of the corporation must be accompanied by evidence of his or her authority.

2.3 All material submitted in response to this RFP becomes the property of the University and will only be returned to the Proposer at the sole option of the University.
2.4 Addenda and Amendment to the RFP

The University reserves the right to amend this RFP at any time prior to the proposal due date. If it becomes necessary to revise any part of this RFP, notice of the revision will be given in the form of an addendum, which will be provided to all prospective Proposers who are on record with the Procurement Officer as having received this RFP.

Amendments shall be distributed within a reasonable time to allow Proposers to consider them in preparing their proposals. If, in the opinion of the Procurement Officer, the time and date for receipt of proposals does not permit preparation, the time shall be increased to the extent possible in the amendment, or, if necessary, by telegram, telephone, or FAX machine and confirmed in the amendment. Any Addenda will be deemed to have been validly given if the Addenda are issued and mailed or otherwise furnished to each Proposer’s contact person of record.

An acknowledgement of the receipt of all amendments, addenda, and changes issued shall be required from all Proposers receiving the RFP. It is the responsibility of each Proposer to check for announcements, addenda, and other current information regarding this solicitation. Failure to acknowledge receipt of addenda does not relieve the Proposer of the responsibility to perform as required by all RFP documents including addenda or changes thereto. Therefore, Proposer must make sure that all addenda has been received and acknowledged to avoid later conflict.

2.5 Cancellation of The RFP

The University reserves the right to cancel this RFP, in whole or in part, at any time before the opening of the proposals. Should it become evident during the evaluation of the proposals that it is no longer in the best interest of the University to make an award under this solicitation, the University reserves the right to cancel the RFP. The University will not be responsible for any costs incurred due to cancellation of the RFP.

2.6 Rejection of Proposals

The University reserves the right to reject any and all proposals, in whole or in part, if (among other reasons):

.1 In the determination of the University, if the pricing proposed is unrealistic or exceeds available funding.
.2 The Proposer takes exception to the terms and conditions of this RFP;
.3 The Proposer fails to comply with the requirements set forth herein for participating in this RFP process;
.4 The University determines that the proposal is incomplete in any way; or
.5 The Proposer fails to meet any of the requirements/specifications set forth in this solicitation;
.6 The University determines that the proposal is not in its best interest.

The University will not be responsible for any costs incurred due to rejection of the RFP.
2.7 Minor Irregularities or Deficiencies in Proposals

The University may request clarifications from any Proposer under consideration. If the University determines that a Proposer has made a minor irregularity or deficiency, the University reserves the right to waive any minor irregularity or deficiency or to allow a Proposer a reasonable opportunity to cure the minor irregularity or deficiency. Such a clarification will not be considered an amendment to the Proposal.

2.8 Withdrawal of Proposals

Proposals may be withdrawn only if a request is made in writing before the due date and time. No amendment or withdrawal will be permitted after the due date and time.

2.9 Incurred Expenses

The University will not be responsible for any costs incurred by any Proposer in preparing and submitting a proposal.

2.10 Proposal Bond: Intentionally omitted.

2.11 Performance and Payment Bonds: Intentionally omitted.

2.12 Evidence of Responsibility

Prior to the award of a contract pursuant to this RFP, the Procurement Officer may require a Proposer to submit such additional information bearing upon the Proposer’s ability to perform the contract as the Procurement Officer deems appropriate. The Procurement Officer may also consider any information otherwise available concerning the financial, technical, and other qualifications of the Proposer.

2.13 Other Certifications

State procurement regulations require that proposals contain certifications regarding non-collusion, debarment, cost and price. The affidavit form, which must be completed by all respondents and returned with their respective responses, is included as a part of Proposal Affidavit – Attachment A of the RFP.

2.14 Execution of Proposals

All proposals shall be legibly prepared and shall be signed in ink as and where specified.

Proposals are required to be executed as follows, depending on the Proposer’s form of business organization:

.1 **Sole Proprietorship** – signed by proprietor with full name address.

.2 **Partnership and Joint Venture** - If a proposal is submitted by a partnership (including a joint venture), it must be submitted in the partnership name. The partnership name and the identity of each general partner must be made clear and all affidavits and certificates must be executed on behalf of the partnership or on behalf of each general partner. No provision of any agreement among partners will be binding on the State unless it is disclosed in the proposal. Reasonable
evidence satisfactory to the State of the authority of one partner to bind the other purported partner(s) must also be given in the proposal. It is recommended that the proposal contain a copy of the partnership agreement, of one exists. If no partnership agreement exists and if the number of general partners is reasonably small, each general partner must execute all required documents, including proposals. At the State’s option all general partners may be required to sign the proposal. Failure to present the State with satisfactory information concerning a purported partnership may be grounds for finding a proposal unacceptable.

.3 Corporation – An officer or authorized agent of the corporation shall sign his/her full name, indicate his/her title and include the name and address of the corporation. In the case of an authorized agent, a letter from an officer of the corporation authorizing said individual to act on behalf of the corporation must be included.

2.15 Arrearages

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

2.16 Indemnification and Responsibility for Claims and Liability

With respect to any contract, which results from this solicitation, Proposer must note the following:

2.16.1 The Contractor shall indemnify, save harmless and defend, the University of Maryland, Baltimore County, its 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, its employees, agents, or subcontractors, of the work covered by this Contract.

2.16.2 The State has no obligation to provide legal counsel or defense or pay attorney’s fees to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to the contract against the Contractor or its subcontractors as a result of or relating to the Contractor’s obligations under this Contract.

2.16.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor’s obligations under this Contract.

2.16.4 The Contractors shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or related to the Contractor’s obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor’s performance under this Contract.

2.17 Insurance:

2.17.1 The Contractor shall secure, pay the premiums for, and keep in force until the expirations of this Contract, and any renewal thereof, adequate insurance as provided below, adequate insurance to specifically include liability assumed by the Contractor under this Contract.
.1 Commercial General Liability Insurance including all extensions:
   
   $5,000,000 each occurrence;
   $5,000,000 personal injury;
   $5,000,000 products/completed operations;
   $5,000,000 general aggregated

.2 Workmen’s Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland.

.3 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 $5,000,000 for each accident.

.4 Property damage liability insurance with a limit of not less than $2,000,000 for each accident.

.5 If automotive equipment is used in the operation, automobile bodily injury liability insurance with limits of not less than $1,000,000 for each person and $5,000,000 for each accident, and property damage liability insurance, with a limit of not less than $2,000,000 for each accident.

2.17.2 All policies for liability protection, bodily injury or property damage must specifically name or its face, the University of Maryland Baltimore County as an additionally named insured as respects to operations under the contract and premises occupied by the Contractor provided, however, with respect to the Contractor’s liability for bodily injury or property damage under item 2.22.1 above, such insurance shall cover and not exclude Contractor’s liability for injury to the property of the University of Maryland Baltimore County and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees or guests of the University of Maryland Baltimore County.

2.17.3 Each insurance policy shall contain the following endorsements: “It is understood and agreed that the Insurance Company shall notify in writing Procurement Officer thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy.” A certificate of each policy of insurance shall be furnished to the Procurement Officer. With the exception of Workmen’s Compensation, upon the request of the Procurement Officer a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company, shall be furnished to the Procurement Officer. A certificate of insurance for Workmen’s Compensation together with a properly executed endorsement for cancellation notice shall also be furnished. Following the notice of Contract award, the requested Certificates and Policies shall be delivered as directed by the Procurement Officer. Notices of policy changes shall be furnished to the Procurement Officer.

2.17.4 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 policyholders’ rating of “A-” or better, and a financial size of “Class VII’ or better in the latest edition of Best’s Insurance Reports.

2.17.5 Each insurance policy shall contain the following endorsements: “It is understood and agreed that the Insurance Company shall notify in writing the Assistant Vice President for Administrative Services thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy.” A certificate of each policy of insurance shall be furnished to the Procurement Officer. With the exception of Workmen’s Compensation, a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company, shall be furnished to the Procurement Officer. A certificate of insurance for Workmen’s Compensation together...
with a properly executed endorsement for cancellation notice shall also be furnished. The above policies and certificate shall be delivered to the Procurement Officer within fifteen (15) days following the date of notice of Contract award. The insurance companies providing the above coverage shall be satisfactory to the University. Notices of policy changes shall be furnished to the Procurement Officer.

2.17.6 Any contract that results from this solicitation and the rights, duties, and obligations hereunder may not be assigned or subcontracted by Contractor without the prior written consent of the University.

END OF APPENDIX D

END OF THE RFP DOCUMENT