REQUEST FOR PROPOSAL #BC-20900-R
FOR
STUDENT HOUSING MARKETING ANALYSIS

ISSUE DATE: NOVEMBER 13, 2013

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<tr>
<td>Issue Date</td>
<td>4:00 PM</td>
<td>Wednesday, November 13, 2013</td>
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<td>Deadline for Questions</td>
<td>4:00 PM</td>
<td>Wednesday, November 20, 2013</td>
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<td>Technical &amp; Price Proposals Due Date</td>
<td>2:00 PM</td>
<td>Tuesday, December 3, 2013</td>
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<td>Interviews with Proposing Firms</td>
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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.
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STUDENT HOUSING MARKETING ANALYSIS
RFP # BC-20900-R

SECTION I: SUMMARY INFORMATION

A. SUMMARY STATEMENT

The University of Maryland Baltimore County (also called the “University” or “UMBC”) intends to award to a firm to provide consulting services to conduct a comprehensive student housing market analysis and make recommendations for near-term and long-term strategies that the University should consider relative to its existing stock of University-owned & -affiliated student housing.

B. ISSUING OFFICE

Mallela Ralliford
University of Maryland Baltimore County
Department of Procurement
Administration Building, Room 301,
1000 Hilltop Circle,
Baltimore, MD 21250
Voice: (410)-455-2071
FAX: (410) 455-1009
E-mail: MRalliford@umbc.edu

The sole point of contact in the University for the purpose of this RFP is the issuing office. Any questions with regard to any aspect of this proposal must be directed to Mallela Ralliford in writing.

C. QUESTIONS AND INQUIRIES

Questions and inquiries should be directed to the individual referenced with the Issuing Office above. All such questions and inquiries must be received by 4:00 p.m. Wednesday, November 20, 2013. Inquiries will receive a written reply. Copies of replies will also be sent to all other proposers, but without identification of the inquirer.

D. DELIVERY OF PROPOSALS

Proposals must be delivered to:

University of Maryland Baltimore County
Department of Procurement
1000 Hilltop Circle, Administration Building, Room 301
Baltimore, MD 21250
Attention: Mallela Ralliford
E. PROPOSAL CLOSING DATE

In order to be considered, the original and five (5) copies [for a total of six (6) sets] of the Technical Proposal and the original and three (3) copies [for a total of four (4) sets] of the Price Proposal must arrive at the issuing office by Tuesday, December 3, 2013, no later than 2:00 p.m.

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 the due date in order to be considered. Proposers must allow sufficient time, therefore, to insure that their proposal is "received" in accordance with this paragraph.

F. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will not be conducted.

G. DURATION OF PROPOSAL OFFER

Proposals are to be held valid for 120 days following the closing date for this RFP. This period may be extended by mutual agreement between the vendor and the University.

H. TERM OF CONTRACT

The initial contract term shall be for a period of One (1) year beginning in mid-January 2014.

The University shall have the option to renew the contract for Two (2) additional one-year renewal terms which will be exercised at the sole discretion of the University.

I. EVALUATION OF OFFERS

A 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 a University Evaluation Committee. After considering the factors set forth in this RFP, the committee will make recommendations for the award of the contract to the vendor(s) whose proposal is/are determined to be the most advantageous to the University.
J. PROPOSAL ACCEPTANCE

The University reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP, to waive minor irregularities, to negotiate in any manner necessary to best serve the interest of the University. Further, the University reserves the right to make a whole award, multiple awards, a partial award or no award at all. Proposers judged by the procurement officer not to be responsible or proposers whose proposals are classified as not reasonably susceptible of being selected for award shall be so notified. The University reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services.

K. FORMATION OF AGREEMENT/CONTRACT OR ISSUANCE OF PURCHASE ORDER

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 in the form of a University Contract and shall contain the provisions included herein as Appendix C (Contract), as well as, any additional terms required by UMBC or the State of Maryland. By submitting an offer, the Contractor warrants that they have reviewed Appendix C (Contract) and will execute a contract on that form 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 C, and (3) the Proposer’s response to the RFP and any amendments or changes thereto.

L. ORDER OF PRECEDENCE

The contract between the parties will be embodied in the contract documents, which will consist of those items named in “K” 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.

M. 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.
N. PIGGYBACK CLAUSE

UMBC is a member of the University System of Maryland (“USM”) and as such, UMBC reserves the right to extend the terms, conditions, and prices of this contract to other institutions of the USM must any of those institutions express an interest in participating in any contract that results from this solicitation for a period of up to one (1) year after UMBC makes its award. Furthermore, on occasion, other State educational institutions (e.g., St. Mary’s College, Morgan State University, Baltimore City Community College) may desire to take advantage of this contract. Each of the piggyback institutions will issue their own purchasing documents. UMBC assumes no obligation on behalf of the piggyback institutions. Proposers must set forth their willingness and ability to extend this contract and the terms, conditions and prices stated herein to these other institutions.

END OF SECTION I
STUDENT HOUSING MARKETING ANALYSIS
RFP # BC-20900-R

SECTION II: GENERAL INFORMATION FOR VENDORS

A. PURPOSE

The overall purpose of this RFP is to provide information to vendors interested in preparing and submitting proposals to meet the requirements for the Student Housing Marketing Analysis Solicitation as described herein. Proposals will be received for the goods and services specified herein or attached hereto under the terms, conditions and general specifications of this proposal.

B. GENERAL INFORMATION FOR VENDORS

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

2. Each proposer must furnish all information required by the proposal request. 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 their authority.

3. This Request for Proposals creates no obligation on the part of the University to award the contract or to compensate proposers for proposal preparation expenses.

4. The University reserves the right to award a contract based upon the proposals received without further negotiations. Vendors should therefore not rely on having a chance during negotiations to change their offer.

5. Before the award of a contract, UMBC may require the proposer to submit evidence of any information related to the financial, technical, and other qualifications and abilities of the proposer.

C. ADDENDA TO THE RFP

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

D. CANCELLATION OF THE RFP

The University may cancel this RFP, in whole or in part, at any time.

E. ORAL PRESENTATION

Vendors who submit proposals will be required to make individual presentations to University representatives in order to discuss their proposals (see Section IV for further information).

F. INCURRED EXPENSES

The University will not be responsible for any costs incurred by any vendor in preparing and submitting a proposal, delivery of or return of representative samples (if applicable).

G. 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.

H. ACCEPTANCE OF TERMS AND CONDITIONS

By submitting a proposal in response to this RFP, the firm accepts the terms and conditions set forth in this RFP.

I. PROCUREMENT REGULATIONS

This RFP and any resulting contract shall be governed by the USM Procurement Policies and Procedures and the State Finance and Procurement Article of the Annotated Code of Maryland and by State Procurement Regulations, Code of Maryland Regulations Title 21, as applicable.

J. MULTIPLE PROPOSALS

Vendors may not submit more than one proposal.

K. ALTERNATE SOLUTION PROPOSALS

Vendors may not submit an alternate to the solution given in this RFP.
L. **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 University prior to such time and, provided further, the University 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 University 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.

M. **CONTRACTOR RESPONSIBILITIES**

The University 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. The University’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 the University has a reasonable objection. Notification of such objection will be made by the University 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.

N. **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 University under the Public Information Act, Part III, Title 10, State Government Article, 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.

O. **MINORITY BUSINESS ENTERPRISE NOTICES**

State-certified Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation. Minority participation is very important to UMBC and to the State of Maryland. For more information on the State’s MBE program, please see the MDOT website, at [http://www.mdot.state.md.us/mbc/index.html](http://www.mdot.state.md.us/mbc/index.html).
P. **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.

Q. **TAXES**

The UMBC 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.

R. **RFP RESPONSE MATERIALS**

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

S. **PROPOSAL SECURITY** - NOT APPLICABLE

T. **DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

Unsuccessful proposers may request a debriefing. If the proposer chooses to do so, the request must be submitted in writing to the Procurement Officer within ten days after the proposer knew, or should have known its proposal was unsuccessful. Debriefings shall be limited to discussion of the specific proposer’s proposal only and not include a discussion of a competing proposer’s proposal. Debriefings shall be conducted at the earliest feasible time.

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.

U. **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 advice from the State Ethics Commission; Office of the Executive Director, 9 State Circle, Suite 200, Annapolis, MD 21401, 410-974-2068 or toll free 1-877-669-6085.

The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the bidder/proposer to obtain advice from the State Ethics Commission and may reject a bid or proposal that would result in a violation of the Ethics Law.

The resulting contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the vendor or any State of Maryland employee in connection with this procurement.

V. **Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, ("HIPAA") and Maryland Confidentiality of Medical Records Act (Annotated Code of Maryland, Health — General Article '4-301 et seq. ("the Act")) — NOT APPLICABLE**

W. **JOINT VENTURE PROPOSERS** — NOT APPLICABLE

X. **PAYMENTS BY ELECTRONIC FUNDS TRANSFER**

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

Y. **SMOKE-FREE CAMPUS**

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

**END OF SECTION II**
SECTION III

TECHNICAL REQUIREMENTS & SPECIFICATIONS

1. PROJECT BACKGROUND

1.1. Purpose. The requested student housing market analysis will characterize the current and pending supply of student housing, on and nearby to campus, most utilized by UMBC’s undergraduate and graduate students and identify where gaps or shifts in student demand for various housing options is occurring and expected over the next 10 years. The recommendations should include UMBC’s optimal response to housing market gaps and shifts including number of units/beds of student housing that UMBC should maintain, lease timeframes, price points, furnishing options, proximity/access to campus, etc. for multiple student constituencies. Multiple planning scenarios should be presented, as warranted by factors such as enrollment projections and future construction. If a shortfall of student housing stock in the desired mix of housing options is likely to occur on and near the campus, the company awarded this procurement (the “Firm”) shall recommend the number of units/beds required of each unit/bed type and feasible rental rates along with a financial model for housing to meet the need for each constituency which demonstrates that the firm’s recommendations are financially viable. Should the Firm determine that a sufficient (or excess) quantity and mix of student housing options is likely to occur on and near the campus, the Firm shall advise the University how the private student housing operators might respond to changing market conditions and offer recommendations for the University relative to its own housing stock and program.

See Section 2 below for the full scope of services.

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

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

UMBC currently enrolls 13,908 students (including 11,136 undergraduates and 2,772 graduate students), and employs approximately 1,950 full-time and part-time faculty and staff.

Freshman Class Profile, Fall 2013:
First-time freshmen: 1,657
Living on campus 73%
Average GPA: 3.76
Average SAT: 1218 (critical reading and mathematics)
Undergraduate Tuition and Fees 2013-14:
Residents: $10,068
Out-of-State Students: $21,642
Operating Budget
$355 million

Research & Sponsored Programs: $78 million for research and training contracts and grants

Academic Programs. UMBC offers 42 majors and 41 minors, as well as 17 certificate programs, spanning the arts, engineering and information technology, humanities, sciences, pre-professional studies and social sciences.

UMBC’s Graduate School offers 37 master’s degree programs, 24 doctoral degree programs and 21 graduate certificate programs. Programs are offered in education, engineering, emergency health services, imaging and digital arts, information technology, aging services, life sciences, psychology, public policy and a host of other fields.

UMBC is located on 500 acres 15 minutes from Baltimore’s Inner Harbor and 30 minutes from Washington, D.C. BWI Airport is five minutes away, as are AMTRAK and light rail stations.

UMBC is accredited by the Middle States Commission on Higher Education; the Accrediting Board for Engineering Technology, Inc.; and the National Council for Accreditation of Teacher Education.

UMBC is a member of the University System of Maryland

For more information on UMBC visit our web site at http://about.umbc.edu/

MISSION. UMBC is a dynamic public research university integrating teaching, research and service to benefit the citizens of Maryland. As an Honors University, the campus offers academically talented students a strong undergraduate liberal arts foundation that prepares them for graduate and professional study, entry into the workforce, and community service and leadership. UMBC emphasizes science, engineering, information technology, human services and public policy at the graduate level. UMBC contributes to the economic development of the State and the region through entrepreneurial initiatives, workforce training, K-16 partnerships, and technology commercialization in collaboration with public agencies and the corporate community. UMBC is dedicated to cultural and ethnic diversity, social responsibility and lifelong learning.

VISION. UMBC seeks to become the best public research university of our size by combining the traditions of the liberal arts academy, the creative intensity of the research university, and the social responsibility of the public university. We will be known for integrating research, teaching and learning, and civic engagement so that each advances the others for the benefit of society.
Our current strategic plan (2016) is in the process of revision. You can access that process and historical documents pertaining at this web site. http://planning.umbc.edu/

Information on our University Transit System can be found here http://www.umbc.edu/transit/ There are no current plans to expand these services at this time.

1.3. **UMBC Background: Fall 2013.** Approximately 3900 students, essentially all of them full-time students, are accommodated in University-owned or –affiliated housing, as follows. The University operates about 3320 beds for undergraduates in 6 campus residence halls and three apartment complexes. An additional 580 beds for undergraduates (limited graduate students) are available in our public-private partnership apartment community on campus. An estimated 40 graduate students make up part of the 580 students who reside in our public-private partnership apartment community. Each academic year, the University’s Off-Campus Housing Service assists as many as 6,000 undergraduate and graduate students in search of private rental housing in the Baltimore/Catonsville area or its adjacent communities.

2. **SCOPE OF SERVICES**

2.1 **Consultant Scope of Work**

The goal of this effort is to create common expectations about the process and outcome of the Market Analysis, to develop an understanding of the goals and objectives of the University, both in terms of its strategic institutional priorities and its interest in preserving and enhancing investments it makes in student housing, and to become more familiar with the campus and its surroundings.

UMBC seeks a qualified consultant or consultant team to provide a Student Housing Market Analysis that shall include, but not be limited to, the following:

- **Kick-off Meeting**
  - Meet with representatives of UMBC to review the scope of the analysis and the goals and objectives;
  - Tour the campus: including the University's on-campus undergraduate housing, its public/private partnership housing project, and UMBC’s Residential Life office.

- **UMBC Data/Information Review.** Types of information, to the extent they are available, include:
  - On-campus housing data including product type, quantity, pricing, occupancy rates, and waiting lists;
  - Student housing needs assessments/plans completed to date;
  - UMBC Facilities Master Plan pertaining to on-campus housing renovation and construction plans;
  - UMBC and University System of Maryland Strategic Plans;
  - Plans for future residential living facilities;
  - Enrollment trends and projections and anticipated tuition increases;
- Student demographics;
- Services provided by UMBC’s Transit Services, both on and off campus;
- List of UMBC's five peer institutions and five undergraduate competitors.

- **Conduct Focus Group Interviews.** Plan and conduct a series of seven (7) focus groups and to process information obtained working closely with University staff.
  - Submit a draft plan for review and UMBC feedback (including targeted number of participants, method, incentives, schedule, etc.) along with draft questions and discussion points;
  - Plan focus groups (one per population group):
    1) First Year Undergraduate Students;
    2) Upper Class Undergraduate Students (Sophomores, Juniors, and Seniors);
    3) Transfer Students (single, full-time);
    4) Resident Student Association & Student Government;
    5) Graduate Students (single, full-time);
    6) International students (undergraduate and graduate);
    7) Parent/Family.
  - Facilitate focus groups;
  - Provide a written summary of responses from participants and analysis.

- **Survey.** Obtain information regarding housing demand through a survey of a statistically relevant sample of the various constituencies. A random stratified sample including the populations listed below will be selected in consultation with University staff. The Firm will work closely with University staff for this phase of the student housing market analysis.
  - Submit draft plan for review and UMBC feedback (including target response rate, method, incentives, etc.) and draft survey;
  - Implement survey achieving statistically significant response rates for each constituency. Survey populations:
    1) First Year Undergraduate Students;
    2) Upper Class Undergraduate Students (Sophomores, Juniors, and Seniors);
    3) Transfer Students (single, full-time);
    4) Resident Student Association & Student Government;
    5) Graduate Students (single, full-time);
    6) International students (undergraduate and graduate);
    7) Parent/Family.
  - Provide a written summary of survey responses and analysis.
• **Stakeholder Interviews.** Gather additional information from institutional stakeholders working closely with University staff, and provide the University with written documentation of stakeholder information obtained and analysis.

  - Individual One-Hour Interviews:
    1) Vice President for Student Affairs;
    2) Dean of Undergraduate Education or designee;
    3) Assistant Provost of Enrollment Management and Director of Admissions;
    4) VP for Administrative Services or designee;
    5) Assistant VP for Facilities Management or designee;
    6) Dean of the Graduate School or designee;
    7) Director of Residential Life.

  - Group One-Hour Interviews:
    1) Faculty and Staff in Living/Learning Programs;
    2) Student Government Association;
    3) Residence Halls Association;
    4) Facility Management;
    5) Dining Services, Transportation Services, and Conferences and Visitor Services staff;
    6) Graduate Student Association President and/or representatives.

  - Group Two-Hour Interviews
    1) Residential Life Residential Education staff;
    2) Residential Life Housing Services staff.

  - Provide the University with written documentation of stakeholder information obtained and analysis.

• **Survey of Peer and Competitor Institutions.** Research (by telephone or web site search) the on-campus and near campus student housing scenarios at UMBC’s five (5) peer institutions and five (5) competitor institutions.

  - Identify the quantity (existing and pending) of student housing;
  - Identify unit types and characteristics (location/proximity to campus);
  - Amenities (parking, University transportation, etc.);
  - Cost: housing rates for fall 2013;
  - Enrollment and percentage of student population housed on campus;
  - Housing studies conducted;
  - Relevant/applicable institutional policies;
  - Written documentation of stakeholder information obtained and analysis.

• **Student Housing Market Research.** Obtain information about the nearby off-campus housing market for undergraduate students (including transfer students and international students) and graduate students (including international students). Determine what exists and is pending and where students live off-campus (including factors such as students’
leasing behaviors, available amenities such as transportation or parking, proximity/easy access to the campus, etc.) and identify overall housing market conditions and trends (such as occupancy rates and rent levels as well as identification of any proposed projects that could provide additional competition to UMBC’s on-campus housing) as of Fall 2014.

- Interview local real estate professionals knowledgeable in the local rental market and local relevant planning offices. Review and analyze any existing pertinent reports or data on the local area rental trends.

- Determine new competitive projects that may be in the pipeline that could increase the current supply of housing for each constituency.

- Identify off-campus rental properties and areas that are most popular with undergraduate and graduate students and visit these properties (to the extent possible) specifically those within a two mile radius of campus. Gather data regarding condition of the properties including unit types, unit sizes, marketing efforts, vacancy rates, waiting lists, rental rates, inclusion of utilities, parking spaces and cost, leasing policies, and amenities.

- Consider on-campus housing renovation and construction plans documented in the Facilities Master Plan and the current status of the University's housing stock.

- Provide a student housing market document.

**Draft Report.** Develop a draft Student Housing Market Analysis and review the draft with UMBC staff.

- Include overview of understanding of context, information gathered in housing research, focus groups, survey, and interviews.
- Document comprehensive supply and demand analysis.
- Provide recommendations for the University.
- Ensure that recommendations are made for each student group constituency.
- For each recommendation, provide substantiation and financial pro forma modeling.
- Submit complete written Student Housing Market Analysis draft.
- Participate in meeting(s) to discuss draft report and fine-tune final work product

**Final Report.** Complete the final Student Housing Market Analysis report and present it to the University. The report should minimally include:

- Executive Summary;
- Overview;
- Information gathered in housing research, focus groups, survey, and interviews;
- Supply and demand analysis;
- Recommendations for the University;
- Financial pro forma/modeling.
Submit a final report including all methodology, data collection, analysis, supporting financial assessments, conclusions, recommendations, etc. The Executive Summary must be a concise and complete summarization which can serve as a stand-alone document.

Give an oral presentation. One oral presentation is expected. If necessary, an additional presentation will be compensated at an additional hourly rate. Anticipated attendees are expected to consist of Division of Student Affairs leadership, departmental directors and staff, and select University stakeholders.

### 2.2 Project Schedule (subject to change at UMBC’s discretion)

<table>
<thead>
<tr>
<th>2.2.1</th>
<th>Project Initiation/ Kickoff Meeting</th>
<th>Week of January 20, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.2.2</td>
<td>Focus Group Interviews</td>
<td>February 10, 2014– March 14, 2014</td>
</tr>
<tr>
<td>2.2.3</td>
<td>Survey</td>
<td>February 10, 2014 – March 14, 2014</td>
</tr>
<tr>
<td>2.2.4</td>
<td>Stakeholder Interviews</td>
<td>March 17, 2014 – May 13, 2011 (UMBC Spring Break is March 17-21, Last Day of Classes is May 13, Last Day of Exams is May 21, and Commencement is May 22.)</td>
</tr>
<tr>
<td>2.2.5</td>
<td>Survey of Institutions</td>
<td>March 17, 2014 – September 1, 2014</td>
</tr>
<tr>
<td>2.2.6</td>
<td>Student Housing Market Research</td>
<td>August 1 – September 12, 2014 (The first day of classes is August 27.)</td>
</tr>
<tr>
<td>2.2.7</td>
<td>Draft Report</td>
<td>October 3, 2014</td>
</tr>
<tr>
<td></td>
<td>UM Review and Comments</td>
<td>October 10, 2014</td>
</tr>
<tr>
<td>2.2.8</td>
<td>Final Report</td>
<td>November 7, 2014, 5:00 pm</td>
</tr>
<tr>
<td>2.2.9</td>
<td>Oral presentation</td>
<td>Week of November 17-21, 2014</td>
</tr>
</tbody>
</table>

### 3. INSURANCE

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

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

#### 3.1 The following conditions for insurance must be met by the Vendor:

a. The Contractor shall not start work under this contract until the Contractor has obtained at its own expense all of the insurance called for hereunder and such insurance has been approved by the procurement officer; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required by the subcontract has been obtained and approved by the
contractor and University of Maryland Baltimore County. Approval of insurance required of the contractor and subcontractors for the University will be granted only after submission to the University of original certificates of insurance signed by an authorized representative of the insurers or, alternately, at the University's request, certified copies of the required insurance policies.

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

c. All insurance policies required hereunder shall be endorsed to include the following provision; "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until forty-five (45) days prior written notice has been given to the University of Maryland Baltimore County".

d. No acceptance and/or approval of any insurance by the University of Maryland Baltimore County shall be construed as relieving or excusing the Contractor, or the surety or bond, if any, from any liability or obligation imposed upon either or both of them by the provision of the Contract Documents.

e. **NAMED ADDITIONAL INSURED** - The University of Maryland Baltimore County and the State of Maryland (including their elected or appointed officials, agents and employees) are to be named as additional insured under all coverage except Workers Compensation and Errors & Omissions Insurance and the certificates of insurance (or the certified policies, if requested), must so indicate through inclusion of appropriate endorsement. **Coverage afforded under this paragraph shall be primary to any other insurance of self-insurance, whether or not such other insurance or self-insurance is stated as primary, excess or contingent, as respects the above additional insured, their elected and appointed officials, agents and employees.**

f. Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Contractor fail to provide acceptable evidence of current insurance within ten (10) days of receipt of written notice at any time during the contract term, the University shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the University for the entire additional cost of procuring substitute performance and the cost of performing the incomplete portion of the Contract at time of termination.
g. Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering service exclusion that would preclude University of Maryland Baltimore County or participation institutions from supervising or inspecting the operations of the contractors as the end result.

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

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

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

j. The University of Maryland Baltimore County will consider deductibles or self-insured retention as part of its review of the financial stability of the proposer. Any deductibles or self-insured retention shall be disclosed in the Contractor's proposal and shall be assumed by the Contractor.

3.2 The Contractor shall purchase the following insurance coverage:

a. **Commercial General Liability Insurance** or its equivalent, for bodily injury, personal injury and property damage, including loss of use. It is preferred that coverage be provided on an "occurrence" basis. If "claims made" forms are submitted, the requirements noted after section "4.1 and 4.2" below must be met. Such Commercial General Liability policy shall include the following extensions:

i. It is preferred that the General Aggregate Limit applies separately to this project:

ii. Premises/Operations:

iii. Actions of Independent Contractors:

iv. Products/completed Operations to be maintained for three (3) years after completion of the contract.
v. Contractual Liability including protection for the Contractor for claims arising out of liability assumed under this contract.

vi. Personal injury liability including coverage for offenses related to employment, and for offenses assumed under this contract (delete any standard employment and contractual exclusions if contained in the personal injury coverage section):

b. **Business Automobile Liability** which will pay for liabilities arising out of accidents involving the ownership, operation, maintenance or use of any owned, hired, or non-owned motor vehicles, uninsured motorists’ insurance and automobile contractual liability.

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

c. **Workers Compensation** - statutory benefits are required by Maryland law or other laws as required by labor union agreements, including standard Other States coverage; Employers Liability coverage.

d. **Errors and Omissions** insurance as required by the laws of the State of Maryland.

3.3 The coverage listed in Section III, Item K-2, above shall be written for not less than the following limits of liability. **Limits can be furnished by a combination of primary and excess (umbrella) policies.**

a. Commercial General Liability Insurance including all extensions -
   $2,000,000 each occurrence;
   $2,000,000 personal injury;
   $2,000,000 products liability;
   $3,000,000 general aggregate

b. Business Automobile Liability -
   $2,000,000 each accident

c. Workers Compensation insurance - statutory requirements. Employers liability insurance - $1,000,000 each accidental injury; and $1,000,000 each employee, $1,000,000 policy limit for disease.

d. Errors and Omissions insurance –
   $2,000,000 each occurrence
3.4 **Tort-Claim Act** - It is agreed that the contractor and its insurers will not raise or use, in the adjustment of claims or in the defense of suits against any participating USM institution, any immunity of the insured from tort liability, (including Maryland Tort Claim Act), including any limitation of liability, unless requested by any participating institution.

**NOTE**: If insurance required in terms 2.iv and v above has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described above remain the same. The Contractor must either:

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

3.5. **Additional information**:

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

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

END OF SECTION III
SECTION IV:
EVALUATION AND SELECTION PROCEDURES

A. EVALUATION AND SELECTION COMMITTEE

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

B. EVALUATION PROCEDURE

Qualifying Proposals – The Committee shall first review each proposal for compliance with the mandatory requirements of this RFP. Failure to comply with any mandatory requirement will disqualify a vendor’s proposal. The University reserves the right to waive a mandatory requirement when it is in its best interest to do so. The vendor must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP.

C. EVALUATION OF PROPOSALS

1. Initial Technical Evaluation: Technical Proposals will be evaluated by the University's Evaluation and Selection Committee before Price Proposals are reviewed. Those proposals not achieving at least 75% of the technical points available for Initial Phase will not continue or advance further in the procurement process. Proposer’s whose technical proposal achieves the required, minimum technical score of 75% or better of the available technical points will continue in the procurement process and be asked to participate in an Oral Presentation Session at the University.

   Technical scoring will be based upon information provided in response to the desirable items in this RFP.

   Upon completion of the initial technical evaluation, all proposers will be notified as to the results of the initial technical evaluation of its firm's technical proposal.
2. **Oral Presentations:**

Those Proposers whose Technical Proposals achieve the required 75% minimum or better technical score will be requested to participate in an Oral Presentation at the University. The due date and time of the Oral Presentation will be set by the University upon completion of the initial evaluation of the Technical Proposals. It is anticipated, however, that Oral Presentations will be conducted on or about **Tuesday, January 7, 2014.** The date will be verified by addendum sent to the applicable proposers at the time it is requested. **All proposers are requested to set this date aside for these sessions on the Project Manager’s and his/her immediate Supervisor's calendars so as to avoid any conflicts.**

The purposes of the presentation are as follows:

(i) To allow the University to meet the Proposer's Key Personnel;

(ii) To allow the University to review and discuss aspects of selected areas of the Proposer's Technical Proposal (see 3.1 below); and

(iii) To provide an opportunity to clarify the University's scope of services to be provided by the successful vendor.

At this time, it is anticipated that each proposer will be requested to have the following personnel attend the oral presentation: the **Principal Consultant,** and his/her immediate Supervisor, as well as, any individuals who are needed to assist in the description of any part of the products and services proposed for this RFP.

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

Following the Oral Presentations, the University will conduct the Second Phase Technical Evaluation as described below.

3. **Second Phase Technical Evaluation:**

3.1 Following the Oral Presentations, a second technical evaluation will be conducted in which all categories of the technical proposal will be re-evaluated based on the Oral Presentation Session. Firm References will be incorporated during this evaluation. The order of importance of the technical criteria will remain the same.
3.2 Proposers must maintain a minimum technical score of 75% of the available technical points in the Second Phase Technical Evaluation in order to advance in the procurement. Upon completion of the Second Phase Technical Evaluation, all Proposers will be notified as to the results this evaluation.

D. **MINIMUM TECHNICAL SCORE**

Vendors must achieve a minimum technical score of 75% of the total points available for the technical evaluation in order to be considered for further evaluation. Vendors not achieving this minimum technical score will not be considered for the award.

E. **FINANCIAL EVALUATION**

The separate price volume of each qualified proposal will be evaluated following the completion of the technical evaluation. Price Proposals will not be opened publicly. Price Proposals will be evaluated based on the best total price to the University.

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.

F. **FINAL RANKING AND SELECTION**

The resulting scores from the technical and price evaluation of proposals will be used as a guide in determining the successful proposer(s). The Evaluation and Selection Committee will choose from among the highest rated proposals which will best serve the interests of the University in accordance with the University System of Maryland Procurement Policies and Procedures. Technical merit will be given a greater weight than cost in the final ranking.
G. CRITERIA FOR TECHNICAL EVALUATION

The criteria that will be used by the committee for the technical evaluation of the proposals for this specific procurement are listed below in order from most important to least. Each committee member will score the proposals on each major criterion.

TECHNICAL PROPOSAL

Evaluation Criteria:

1. Statement of Approach - [Refer to Section V, Item C-1]
2. Documentation - [Refer to Section V, Item C-2, C-3, and C-4]

   Firm Experience / References
   Company Profile
   Key Personnel / References

END OF SECTION IV
SECTION V: INFORMATION REQUIRED IN VENDOR PROPOSALS

A. TRANSMITTAL LETTER

A transmittal letter prepared on the vendor’s business stationery should accompany the proposal. 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 the firm to all statements, including services and financial offers, contained in the proposal.

B. TWO VOLUME SUBMISSION

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

C. VOLUME I – TECHNICAL PROPOSAL

This volume should be prepared in a clear and precise manner. It should address all appropriate points of this RFP except financial information. This volume consists of and must contain the following sections:

1. Statement of Approach to the Contract
2. Completed Forms from Appendix A
3. Certification of Insurance as required
4. Bid/Proposal Affidavit

Items #1 through 4 (listed below) are considered “Desirable” (D) for purposes of evaluation.

1. (D) Statement of Approach to the Contract: The proposer is to define who they are, what they do and what they can do for the University with respect to the objectives of this project. Provide a narrative of the firm’s approach to meeting the goals of the project, including the following:

   i. Brief summary of firm's proposed approach/philosophy;
   ii. A detailed description of the proposed methodology, including tasks and deliverables.
   iii. A statement of the specific number of survey responses the firm believes is an acceptable result in order for the survey to be statistically relevant, and methods it will use to achieve such result in a timely fashion.
iv. Suggestions for enhancements or improvements to the outlined work plan.

The proposer must indicate how their firm/team would approach this contract. The purpose of this narrative is not only to outline the tasks to be accomplished in a logical manner, but also to display full comprehension of the services to be performed.

2. (D) Firm Experience:

2.1 Complete an "Experience Form" (found in Appendix A) for three (3) contracts where these services have been performed within the last three (3) years; and provide the dollar value of each contract. At least one (1) of the three contracts must be in a higher academic environment. All are to be similar in size and scope to The University of Maryland Baltimore County.

i. Provide a copy of a final document or report prepared by your firm from one (1) of the projects on the above list; and,
ii. Describe any special/unique characteristics of your firm that are specific to this engagement.

Provide the following:

- Name and address of contract location;
- Number of years the contract has been in place;
- Owner's name, address, telephone and contact person;
- Brief description of the scope of the contract and the services performed by your firm;
- Name(s) of the responsible Project Manager within your organization who manages the contract.

2.2 References: Provide at least three (3) references (preferably those from the experience list above in 2.1) of contract locations where these services have been performed within the last three (3) years. Provide contact name, address, telephone number and account name and location for each reference. It is imperative that accurate contact names and phone numbers be given for the contracts listed. All references should include a contact person who can comment on the firm's ability to handle a contract of this type.
All references for the Firms will be checked during the Second Technical Evaluation Phase. Only the firms who achieve the minimum required score or better will move forward to the Second Technical Evaluation Phase. However, all firms responding must provide this information within their Technical Proposals due on **Tuesday, December 3, 2013 by 2:00 PM**. The University reserves the right to verify all information given if it so chooses, as well as, to check any other sources available including itself even if not provided as a reference by the Proposer. Such references will be held in the strictest confidence.

3. (D) **Company Profile/Background Information**: Complete the “**Company Profile Form**” found in **Appendix A** which includes a description of your company and its history, as well as, the management and ownership structure. Also, include the following:
   - The year your firm was established;
   - How the firm was established and how it has grown to the present day;
   - The number of years that the firm has been providing Student Housing Marketing Analysis consulting services; and,
   - The size of firm by number of employees.

4. (D) **Key Personnel**: The Principal Consultant is defined as the University's primary point of contact on a day-to-day basis and the on-site person who will manage the contract for the vendor. The Project Manager for this contract must be a direct employee of the proposing firm and must speak English.

   4.1 Complete a **"Key Personnel Form"** (found in **Appendix A**) on the person proposed for the consultant (“Principal Consultant”) who will be UMBC’s point of contact, as well as, any additional person who will be directly providing the consulting services for this work (Other Key Personnel). Include their qualifications, number of years with the firm, and prior experience inclusive of the role the person played on other contracts.

   If more than one consultant is proposed to provide the required professional services for the project, the Proposer shall complete a Key Personnel Form on each proposed project resource.

   4.2 Provide three (3) references (preferably those provided in 4.1. above) on the Principal Consultant, as well as, the Other Key Personnel. Such references must be able to comment on the person's performance in the role assigned in this proposal. Only one reference per project is allowed. All references will be held in the strictest confidence.
All references for the Key Personnel will be checked during the Second Technical Evaluation Phase. The University reserves the right to verify all information given if it so chooses, as well as, to check any other sources available including itself even if not provided as a reference by the Proposer.

Please be sure that accurate information is provided and that the contact person is capable of speaking to a firm's and/or key person’s capability in performing the services required. References will be held in the strictest of confidence.

5. **Completed Bid/Proposal Affidavit with Addendum** (found in Appendix A).

6. **Acknowledgement of Receipt of Addenda Form:** (found in Appendix A) In the event addenda to the solicitation documents are issued prior to the due date and time for proposals, this form is to be completed and enclosed with the proposal.

Any other information that may be relevant but does not fall in the above format should be provided as an appendix to this volume. Minor irregularities in the proposals, which are deemed immaterial or inconsequential in nature, may be waived whenever it is determined to be in the best interest of the University.

If company literature or other publications are included and intended to respond to an RFP requirement, the response in this volume should include reference to the document name and page.

Technical volumes containing no such citations will be considered complete and without need to refer to other documents, i.e., the Evaluation and Selection Committee will not be required to refer to any additional documents for the vendor responses to RFP requirements during the evaluation process.

**D. VOLUME II – PRICE PROPOSAL**

This volume must be submitted in a sealed envelope separate and apart from the technical volume. The envelope shall have the Proposer's name, the contract name and the RFP number prominently displayed, together with the words "PRICE PROPOSAL". It must contain the following:

1. (D) **Price Proposal Form:** Complete the Price Proposal Form in Appendix B. The Price Proposal shall be filled out completely in ink or typed. Any erasures and/or alterations to the Proposer's pricing shall be initialed in ink by the signer. **Please note, however, that no changes, alterations or additions to the Price Proposal Form are permitted.**
2. **Price Proposal Due Date/Time:** The due date and time for the Price Proposal is **Tuesday, December 3, 2013 at 2:00 p.m.** Price Proposals will be opened **privately.**

---

E. **FINAL PROPOSAL RATING**

1. Ranking of the Price Proposal will be combined with the corresponding total technical score to determine a final rating for each proposal. Scores will be normalized.

2. Technical merit will have a much greater weight than cost.

3. The Evaluation and Selection Committee will choose from the highest rated proposals that which will best serve the interests of the University in accordance with the University System of Maryland Procurement Policies and Procedures.

---

F. **SUBMISSION**

Vendors must submit the required number of copies of his/her proposal by the closing time and date specified in Section I, Item E of the RFP.

---

**END OF SECTION V**
VI. APPENDICES

APPENDIX A – TECHNICAL PROPOSAL FORMS

APPENDIX B – PRICE PROPOSAL FORM

APPENDIX C – CONTRACT FORMS

APPENDIX D – UMBC WEBSITE / MAP
APPENDIX A

TECHNICAL PROPOSAL FORMS

TECHNICAL FORMS

Firm Experience/Reference Form
Company Profile Form
Key Personnel/Reference Form
Acknowledgement of Receipt of Addenda Form
Bid Proposal Affidavit
STUDENT HOUSING MARKETING ANALYSIS – RFP # BC-20900-R
FIRM EXPERIENCE FORM

EXPERIENCE FORM (Complete for three (3) similar/relevant contracts.)

PROPOSER’S NAME: ____________________________

CLIENT'S NAME: ____________________________

CLIENT CONTACT PERSON'S NAME: ____________

CLIENT'S ADDRESS: ____________________________

CLIENT’S TELEPHONE NUMBER: _______________

TYPE OF CONTRACT: (Check all that apply)

___ Research
___ Commercial Property
___ Academic / Higher Education (1 of the 3 must be in a higher academic environment)
___ Hospital /Medical Property
___ Other: ____________________________

CONTRACT DOLLAR SIZE: ____________________________

CONTRACT TERM: FROM: ____________________________ TO: ____________________________

NAME OF PROPOSING FIRM’S ON-SITE PROJECT MANAGER WHO MANAGES THIS CONTRACT: ____________________________

DESCRIBE ANY SPECIAL/UNIQUE CHARACTERISTICS SPECIFIC TO THIS PROJECT:

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

PROVIDE A BRIEF, BUT DETAILED, DESCRIPTION OF SIMILARITIES THAT THIS PROJECT HAS TO THE UMBC PROJECT:

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

END OF FORM
APPENDIX A
STUDENT HOUSING MARKETING ANALYSIS – RFP-BC-20900-R
COMPANY PROFILE FORM
Page 1 of 2

<table>
<thead>
<tr>
<th>COMPANY NAME:</th>
<th>__________________________________________________________</th>
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<tbody>
<tr>
<td>DATE OF INCORPORATION:</td>
<td>____________</td>
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<td># OF YEARS IN BUSINESS:</td>
<td>____________</td>
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<td>OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:</td>
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<td>NAMES OF PRINCIPAL(S) AND TITLE(S):</td>
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<td>HEADQUARTERS LOCATION:</td>
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<td>LOCATION OF OFFICE THAT WILL PROVIDE SERVICES TO UMBC AND NUMBER OF EMPLOYEES:</td>
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<td>TYPE(S) OF SERVICES PROVIDED:</td>
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COMPANY NAME: ________________________________________________________________

ANNUAL SALES:


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

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

OTHER COMMENTS/ADDITIONAL INFORMATION:

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

END OF COMPANY PROFILE FORM
1. **PERSON'S NAME:** ________________________________________________

2. **POSITION TO BE ASSIGNED:**  ___ Principal Consultant  
   ___ Other Key Personnel

3. **EDUCATIONAL BACKGROUND:**

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<tr>
<th>Institution</th>
<th>Degree/Diploma/ Certificates</th>
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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**

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4.2 **PRIOR EMPLOYER'S NAME:** ________________________________

**DATES OF EMPLOYMENT:** ________________________________

**POSITION HELD**                             **DURATION BY DATE**

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</table>
4.3 PRIOR EMPLOYER’S NAME: ____________________________________________

DATES OF EMPLOYMENT: ____________________________________________

POSITION HELD

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<th>POSITION HELD</th>
<th>DURATION BY DATE</th>
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5. **ROLE**: Describe the role of this person in this contract, including services to be provided directly and services to be supervised as provided by others.

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<th>ROLE</th>
<th>Description</th>
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6. **SIMILAR PROJECT EXPERIENCE/REFERENCES**: (Note: It is preferable that these references be from the contract experience provided as “Firm Experience”; if this is the case, you need only indicate "see attached" under the Description of Contract item.)

6.1 CONTACT PERSON: ______________________ TELEPHONE #: ______

COMPANY NAME: ____________________________________________

PROJECT/CONTRACT NAME   | DOLLAR VALUE | HOW MANY YEARS?
-------------------------|--------------|----------------
________________________| $____________ | ____________

DESCRIPTION OF CONTRACT SERVICED: ____________________________

| DESCRIPTION OF CONTRACT SERVICED | |
|----------------------------------| |
|                                 | |

6.2 CONTACT PERSON: ______________________ TELEPHONE #: ______

COMPANY NAME: ____________________________________________

PROJECT/CONTRACT NAME   | DOLLAR VALUE | HOW MANY YEARS?
-------------------------|--------------|----------------
________________________| $____________ | ____________

DESCRIPTION OF ACCOUNT SERVICED: ____________________________

| DESCRIPTION OF ACCOUNT SERVICED | |
|----------------------------------| |
|                                 | |
6.3 CONTACT PERSON: ___________________ TELEPHONE #: ______

COMPANY NAME: ____________________________________________

PROJECT/CONTRACT NAME       DOLLAR VALUE       HOW MANY YEARS?
___________________________________________________________

DESCRIPTION OF ACCOUNT SERVICED: ____________________________
_________________________________________________________________

7. ACHIEVEMENTS/OTHER NOTATIONS (NOT REQUIRED):
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

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

END OF FORM
RFP NO.: BC-20900-R

TECHNICAL & PRICE PROPOSALS

DUE DATE: TUESDAY, DECEMBER 3, 2013 AT 2:00 P.M.

RFP FOR: STUDENT HOUSING MARKETING ANALYSIS

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

________________________________________
Signature

________________________________________
Printed Name

________________________________________
Title

________________________________________
Date

END OF FORM
BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

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

B. AFFIRMATION REGARDING BRIBERY CONDITIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies (as is defined in Section 16-101 (f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business) (use attachments as necessary):

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

(1) Been convicted under state or federal statute of:
   (a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
   (b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
(2) Been convicted of any criminal violation of a state or federal antitrust statute;
(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. 1961 et seq., or the Mail Fraud Act, 18 U.S.C. 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
(4) Been convicted of a violation of the State Minority Business Enterprise Law, SS 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
(5) Been convicted of a violation of the SS11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) - (5) above;
(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or
(8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in SSB and C (1) – (7) above, except as follows (indicate 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 the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment) (use attachments as necessary):

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

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

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

F. SUB-CONTRACT AFFIRMATION

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:
Neither I, nor to the best of my knowledge, information, and belief, the above business has:
(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

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

H. FINANCIAL DISCLOSURE AFFIRMATION

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

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

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

J. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)
I CERTIFY THAT:
(1) Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.
(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
(c) Prohibit its employees from working under the influence of drugs or alcohol;
(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
(f) Establish drug and alcohol abuse awareness program to inform its employees about:
   (i) The dangers of drug and alcohol abuse in the workplace;
   (ii) The business' policy of maintaining a drug and alcohol free workplace;
   (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
   (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by J (2) (b), above;
(h) Notify its employees in the statement required by J (2) (b), above, that as a condition of continued employment on the contract, the employee shall:
   (i) Abide by the terms of the statement; and
   (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than five (5) days after a conviction;
(i) Notify the procurement officer within ten (10) days after receiving notice under J (2) (h) (ii), above, or otherwise receiving actual notice of a conviction;
(j) Within 30 days after receiving notice under J (2) (h) (ii), above, or otherwise receiving actual notice of conviction, impose either of the following sanctions or remedial measures on an employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
   (i) Take appropriate personnel action against an employee, up to and including termination; or
   (ii) Require an employee to satisfactorily participate in a bona fide or alcohol abuse assistance or rehabilitation program; and
(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of J (2) (a) - (j), above.
(3) If the business is an individual, the individual shall certify and agree as set forth in J (4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
(4) I acknowledge and agree that:
(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.11 or 21.07.03.15, as applicable, and
(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:
(1) Except as validly contested, the business had paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final payment under any contract relating to this bid/proposal affidavit.
(2) The business named above is a __________ sole proprietorship, __________ partnership, or __________ corporation formed under the laws of the State of __________. [For entities not formed under the laws of Maryland,] I further affirm that the business named above is registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its current resident agent is filed with the State Department of Assessments and Taxation as:

Name: ____________________________
Address: __________________________

____________________________________

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

M. ACKNOWLEDGMENT

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

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

Date: ________________________________ EIN or SS#:
____________________________________

By: _________________________________ Solicitation#:
____________________________________

(Authorized Representative and Affiant)

12.0021 (Rev. 11/05)

END OF FORM
APPENDIX B

PRICE PROPOSAL FORM
RFP NO.: BC-20900-R
PRICE PROPOSAL DUE: TUESDAY, DECEMBER 3, 2013 at 2:00 P.M.
PROPOSAL FOR: STUDENT HOUSING MARKETING ANALYSIS

PROPOSER: ______________________________

Federal Identification Number/Social Security Number: ________________

PRICE PROPOSAL

DATE_______________________

Ms. Mallela Ralliford
Department of Procurement Services
University of Maryland Baltimore County
Administration Building, Room 301
1000 Hilltop Circle
Baltimore, MD  21250

Dear Ms. Ralliford:

The undersigned hereby submits the Price Proposal as set forth in RFP #BC-20900-R, dated 11/06/13 and the following subsequent addenda:

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

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to complete the work as described in the RFP and subsequent Addenda as noted above.

By signing and submitting this response, undersigned hereby agrees to all the terms and conditions of the RFP including any issued addenda.

The pricing provided in the following Sections is to include all of the Contractor’s costs to perform the services (i.e. overhead, profit, etc.). No additional compensation will be applicable for these services, unless additional services are requested by the University which are outside of the scope of services specified within this RFP document.
<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
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<tr>
<td>Project Initiation Fee</td>
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<td>Estimated Reimbursable Expenses</td>
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<td>Focus Group Interview Fee</td>
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<td>Estimated Reimbursable Expenses</td>
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<td>Survey Fee</td>
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<td>Estimated Reimbursable Expenses</td>
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<td>Stakeholder Interview Fee</td>
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<td>Institution Interview Fee</td>
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<td>Student Housing Market Research Fee</td>
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<td>Estimated Reimbursable Expenses</td>
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<td>Draft Report Fee</td>
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<td>Estimated Reimbursable Expenses</td>
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<td>Final Report Fee</td>
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<td>Estimated Reimbursable Expenses</td>
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<td><strong>GRAND TOTAL</strong></td>
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### Add Alternates

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<tr>
<th>Item No.</th>
<th>Description</th>
<th>No. of Hours</th>
<th>Hourly Rate</th>
<th>Total Price</th>
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<td>Additional Focus Group</td>
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<td>Estimated Reimbursable Expenses</td>
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<td>Revisions/New Scenarios</td>
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<td>Estimated Reimbursable Expenses</td>
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<td>Other Recommended Tasks</td>
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<td>Estimated Reimbursable Expenses</td>
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(Signatures to be place on the following page)
We understand that by submitting a proposal we are agreeing to all of the terms and conditions included in the RFP documents.

We understand that the evaluation and subsequent final ranking of proposals will be in accordance with the RFP documents.

We understand that the University reserves the right to make an award which best serves the interest of the University.

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

The undersigned hereby certifies that he/she is a duly authorized officer of the Proposing Firm and can bind the Proposer to the prices quoted herein.

Proposer (Company Name)

Authorized Signature

Print Name

Title

END OF PRICE PROPOSAL FORM
APPENDIX C

CONTRACT FORMS

Contract
Contract Affidavit
CONTRACT
BETWEEN
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
AND ______________________________

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 ("Contractor"), for ( ), the parties hereby agree as follows:

1. **TERM OF CONTRACT:** The term of this Contract shall begin on ________ and terminate on ____. The initial term is for two (2) years with six (6) one-year renewal options at the University’s sole discretion.

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 any time 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 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
The Contractor, Architect, or Engineer (as applicable) warrants... for any delays or performance of work under this Contract may be... 15. CONTINGENT FEE PROHIBITION: The Contractor, Architect, or Engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, Architect, or Engineer, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement. 16. INTELLECTUAL PROPERTY: Contractor agrees to indemnify and save harmless the State, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Contract. 17. SOFTWARE CONTRACTS: INTENTIONALLY OMITTED. 18. EPA COMPLIANCE: Materials, supplies, equipment and services shall comply in all respects with the federal Noise Control Act of 1972, where applicable. Power equipment, to the greatest extent possible, shall be the quietest available. Equipment certified by the US EPA as a Low Noise Emission Product pursuant to the Federal Noise Control Act of 1972 shall be considered to meet the intent of the regulation. The Contractor must supply and have immediately available to their employees spill containment equipment/supplies necessary to contain any hazards they may introduce to the job site. The Contractor is responsible for any and all costs incurred by the University in remediating spills or releases of materials he/she introduced onto the job site. 19. TERMINATION OF MULTI-YEAR CONTRACTS DUE TO LACK OF APPROPRIATIONS: If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first. 20. TERMINATION FOR DEFAULT: If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the University may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the University=s option, become the University=s property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor=s breach. If damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the University can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures. 21. TERMINATION FOR CONVENIENCE: The performance of work under this Contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures. 22. DELAYS AND EXTENSIONS OF TIME: The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a State Contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a sub-contractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers. 23. VARIATIONS IN ESTIMATED QUANTITIES: INTENTIONALLY OMITTED.
The procurement officer unilaterally may order the Contractor in writing to

The Contractor shall retain and maintain all records and documents

The Contractor hereby represents and warrants that:

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:

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.

[Optional provision for architectural services or engineering services contracts exceeding $100,000. It shall be in substantially the same form as follows: or insert “N/A” if not applicable.] The Contractor by submitting cost or price information, including wage rates or other actual unit costs, certifies to the best of its knowledge, information and belief, that:
A. the wage rates and other factual unit costs supporting the firm=s compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;

B. if any items of compensation were increased due to the furnishing of inaccurate, incomplete or noncurrent wage rates or other units of costs, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The University=s right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and

C. If additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or noncurrent wage rates and other factual costs.

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

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

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

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

38. **USE OF CONTRACTOR'S FORMS NOT BINDING ON STATE:**

A. The use or execution by the University of any forms, orders, agreements, or other documents of any kind, other than the Contract documents, used pursuant to or in the administration of any contract awarded by the University to the Contractor, shall not bind the University to any of the terms and conditions contained therein except those provisions:

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

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

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

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

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

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

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

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

44. **COMPLIANCE WITH FERPA**: INTENTIONALLY OMITTED.

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

46. **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.

47. **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.

48. **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

___________________________________
Signature

_______________________________
Typed/Printed Name

_______________________________
Title

_______________________________
Date

_______________________________
Telephone Number

University of Maryland Baltimore County

_______________________________
Witness

___________________________________
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 is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its current resident agent is filed with the State Department of Assessments and Taxation is:

Name: ____________________________________________

Address: __________________________________________

City, State, Zip: ___________________________________

(2) Except as validly contested, the business had paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, 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 acknowledgements contained in that certain Bid/Proposal Affidavit dated ___________,20______, and executed by me or 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 & Affiant)

12.00061 (04/02)

END OF FORM
APPENDIX D

1. UMBC WEBSITE / MAP

1.1 UMBC Website:  www.umbc.edu

1.2 UMBC Map:  http://www.umbc.edu/aboutumbc/campusmap/
END OF SECTION VI - APPENDIXES

END OF RFP DOCUMENT