

PROCEDURAL HISTORY AND UNDISPUTED FACTS

The original contract between CEC and UMBC was dated January 28, 2015. There were four amendments to the Contract: the first amendment was effective January 28, 2015; the second amendment was effective February 1, 2018; the third amendment was effective June 26, 2019; and the fourth amendment was effective April 4, 2022.

On December 1, 2025, CEC sent a letter (“December 1 Letter”) to Rosetta Butler, the UMBC Procurement Officer (“PO”), claiming that UMBC’s obligation to pay CEC survived the termination of the Contract. The December 1 Letter requested “payment for the 2025 Fall and Winter sessions and... subsequent sessions.” The letter further stated that “[i]f it is still your position that UMBC is not obligated to make payments to CEC please refer this correspondence to your general counsel and have such counsel contact me in an attempt to resolve this dispute without the need for litigation.”

On February 23, 2026, UMBC Senior Associate General Counsel Patrick D. Sheridan, Esq., responded to the December 1 Letter (“February 23 Letter”), stating:

Your letter asserts two theories for continued payment: (1) that UMBC must compensate CEC if publisher agreements are renewed as a result of services previously rendered by CEC; and (2) that CEC is entitled to payment so long as the program remains in place. Neither condition exists here. Accordingly, there is no contractual or other legal basis for the payments you demand.

...

For all of these reasons, the University rejects CEC’s demand in its entirety. The University considers this matter closed. Should CEC nonetheless elect to pursue further action, the University is prepared to vigorously assert all contractual and legal defenses available to it, and to pursue any claims it may have against CEC.

This correspondence is provided for settlement purposes only and without waiver of any rights, claims, or defenses, all of which are expressly reserved.

On March 5, 2026, CEC filed a Notice of Appeal with the Board, attaching the February 23 Letter.

STANDARD OF REVIEW

Per COMAR 21.10.05.06(C)(1), upon motion, the Appeals Board may issue an Order dismissing an initial pleading for failure to state a claim upon which relief can be granted. A motion to dismiss may be granted only in the event of a failure to state a legally sufficient cause of action. *U.K. Const. & Mgmt., LLC*, MSBCA No. 2773 (2011). At this stage of the litigation, the Board accepts all of Appellant’s well-pled factual allegations as true. *Id.* at 2.

DISCUSSION

This Board’s jurisdiction is limited to “appeals arising from the final action of a unit.” MD. CODE ANN., STATE FIN. & PROC. § 15-211(a). *See also* COMAR 21.10.07.02A; *Netorian, LLC*, MSBCA 3028 at 9 (2017).

UMBC is part of the University System of Maryland and, except as provided in § 11-203(e) of the State Finance and Procurement Article, is exempt from Division II General Procurement Laws. Section 11-203(e) states:

(e)(1) In this subsection, “University” means the University System of Maryland, Morgan State University, or St. Mary's College of Maryland.

(2) Except as otherwise provided in this subsection, this Division II does not apply to the University System of Maryland, Morgan State University, St. Mary's College of Maryland, or Baltimore City Community College.

(3)(i) A procurement by a University or Baltimore City Community College shall comply with the policies and procedures developed by the University or Baltimore City Community College and approved by the Board of Public Works and the Administrative, Executive, and Legislative Review Committee of the General Assembly in accordance with:

1. § 12-112 of the Education Article for the University System of Maryland....

A procurement by the University System of Maryland must comply with policies and procedures adopted pursuant to § 12-112 of the Education Article.

(a)(1) Except as provided in § 11-203(e) of the State Finance and Procurement Article, the University is exempt from Division II of the State Finance and Procurement Article.

(2)(i) Subject to review and approval by the Board of Public Works and the Administrative, Executive, and Legislative Review Committee of the General Assembly, the Board of Regents shall develop policies and procedures governing procurements by the University.

(ii) The policies and procedures developed under subparagraph (i) of this paragraph shall promote the purposes of the State procurement law as set forth in § 11-201 of the State Finance and Procurement Article.

MD. CODE ANN., EDUC. § 12-112.

UMBC uses the Procurement Policies and Procedures established by the University System of Maryland (“USM”).² The USM Procurement Policies and Procedures Section XI.C³ sets out the guidelines for pursuing contract claims.

§XI.C. Claims

All claims shall be handled in accordance with Title 15, Subtitle 2 of the State Finance and Procurement Article, Annotated Code of Maryland and the Code of Maryland Regulations, Title 21, Subtitle 10 - Administrative and Civil Remedies, Chapters 04, 05, and 06 as may be amended from time to time.

Since USM’s Procurement Policies and Procedures follow State procurement law when dealing with claims, the Board looks to COMAR Title 21 State Procurement Regulations to determine whether a proper claim was submitted. COMAR 21.10.04.02 states:

A. Unless a lesser period is prescribed by law or by contract, a contractor shall file a written notice of a claim relating to a contract with the appropriate procurement officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier.

B. Contemporaneously with or within 90 days of the filing of a notice of a claim on a construction contract, or 30 days of this filing on a nonconstruction contract, but no later than the date that final payment is made, a contractor shall submit the claim to the appropriate procurement officer. On conditions the procurement officer

² UMBC, Procurements Over \$200,000 Procurement Guidelines, <https://procurement.umbc.edu/procurements-over-100000/> (last visited Apr. 22, 2026).

³ USMD, University System of Maryland Procurement Policies and Procedures, pp. 44-47, <https://www.usmd.edu/regents/bylaws/SectionVIII/VIII300.pdf> (last visited Apr. 22, 2026).

considers satisfactory to the unit, the procurement officer may extend the time in which a contractor, after timely submitting a notice of claim, must submit a contract claim under a procurement contract for construction. An example of when a procurement officer may grant an extension includes situations in which the procurement officer finds that a contemporaneous or timely cost quantification following the filing of the notice of claim is impossible or impractical. The claim shall be in writing and shall contain:

- (1) An explanation of the claim, including reference to all contract provisions upon which it is based;
- (2) The amount of the claim;
- (3) The facts upon which the claim is based;
- (4) All pertinent data and correspondence that the contractor relies upon to substantiate the claim; and
- (5) A certification by a senior official, officer, or general partner of the contractor or the subcontractor, as applicable, that, to the best of the person's knowledge and belief, the claim is made in good faith, supporting data are accurate and complete, and the amount requested accurately reflects the contract adjustment for which the person believes the procurement agency is liable.

COMAR 21.10.04.04(B) sets forth the requirements for issuing a PO's Final Decision:

B. If discussions or negotiations are not conducted or if the contractor claim is not settled, the procurement officer shall prepare a recommended decision on the claim, which normally should contain:

- (1) A description of the claim;
- (2) A reference to pertinent contract provisions;
- (3) A statement of factual areas of agreement or disagreement;
- (4) A statement of the proposed decision, with supporting rationale; and
- (5) A paragraph substantially as follows:

“This decision is the final action of this agency. This decision may be appealed to the Maryland State Board of Contract Appeals in accordance with Regulation .09 of this chapter. If you decide to take such an appeal, you must mail or otherwise file a written notice of appeal with the Appeals Board within 30 days from the date you receive this decision.”

Certification

COMAR 21.10.01.02 **Judicial Review.**

A decision of the Appeals Board is subject to judicial review in accordance with the provisions of the Administrative Procedure Act governing cases.

Annotated Code of MD Rule 7-203 **Time for Filing Action.**

(a) Generally. - Except as otherwise provided in this Rule or by statute, a petition for judicial review shall be filed within 30 days after the latest of:

- (1) the date of the order or action of which review is sought;
- (2) the date the administrative agency sent notice of the order or action to the petitioner, if notice was required by law to be sent to the petitioner; or
- (3) the date the petitioner received notice of the agency's order or action, if notice was required by law to be received by the petitioner.

(b) Petition by Other Party. - If one party files a timely petition, any other person may file a petition within 10 days after the date the agency mailed notice of the filing of the first petition, or within the period set forth in section (a), whichever is later.

* * *

I certify that the foregoing is a true copy of the Maryland State Board of Contract Appeals Opinion and Order in MSBCA No. 3348, Appeal of Capital Educational Consultants, LLC, under University of Maryland, Baltimore County Contract No. BC-20944-Q.

Date: April 27, 2026

_____/s/
Ruth W. Foy
Clerk