



**PROCUREMENT OFFICE
2500 WEST NORTH AVENUE
BALTIMORE, MARYLAND 21216**

REQUEST FOR PROPOSAL

RFP# 0002-2022

PROJECT TITLE:

MARKETING AND BRANDING CONSULTING SERVICES

ALL PROPOSALS MUST BE RETURNED IN A SEALED ENVELOPE. THE FRONT OF ALL PROPOSAL PACKAGES MUST CLEARLY IDENTIFY PROJECT NUMBER, PROPOSAL DUE DATE, AND TIME.

Coppin State University is committed to ensuring that persons with disabilities are given an equally effective opportunity to participate in and benefit from the University's programs and services. Persons with disabilities who might need reasonable accommodations should contact the issuing office at least 48 hours before any meetings held in connection with the request for proposals at (410) 951-3790

Minority Business Enterprises are Encouraged to Respond to this Solicitation Notice

Coppin State University
Request for Proposal
No. 0002-2022
MARKETING AND BRANDING CONSULTING SERVICES

COPPIN STATE UNIVERSITY IS REQUESTING PROPOSALS
FOR THE FOLLOWING PROJECT:

Request for Proposal No: 0002-2022

Project Title: MARKETING AND BRANDING CONSULTING SERVICES

Issuing Office: Procurement Office & Business Services
Coppin State University
2500 W. North Avenue
Physical Education Complex Building, Room 265
Baltimore, MD 21216-3698
Attn.: Mr. Thomas E. Dawson, Jr., C.P.M.
(410) 951-3792
Fax: (410) 523-6311

RFP Package Available: Date: April 1, 2022
Posted on eMaryland Marketplace

Pre-Proposal Conference & Site Visit: Date: N/A
Time: N/A
Place: N/A

Proposal Due Date: Date: April 25, 2022
Time: 3:00 PM
Place: Coppin State University
Procurement Office & Business Services
Physical Education Complex Building, Room 265
2500 W. North Avenue
Baltimore, MD 21216-3698

Proposal Bond: No
Performance Bond: No
Payment Bond: No

Form of Proposal: As instructed

Duration of Proposal Offer: Proposals are to be valid for one hundred and twenty (120) days following the closing date for this RFP. This period may be extended by written mutual agreement between the vendor and the University. The University reserves the right to reject any or all proposals.

Note: Proposals should be prepared simply and economically, providing a straightforward, concise description of the vendor's ability to fulfill the requirements of the RFP.

ALL PROPOSALS MUST BE SUBMITTED TO COPPIN STATE UNIVERSITY, THE OFFICE OF PROCUREMENT IN THE PHYSICAL EDUCATION COMPLEX BUILDING, ROOM 265, 2500 W. NORTH AVENUE, BALTIMORE, MD 21216, ATTN: MR. THOMAS DAWSON, C.P.M., ASST. VP FOR PROCUREMENT & BUSINESS SERVICES

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None

Coppin State University
Request for Proposals
No. CSU 0002-2022
Marketing and Branding Consulting Services

SECTION I: INTRODUCTION

1.1 Coppin State University

Coppin State University hereinafter referred to as "CSU" or the "University", desires to contract with a professional firm to provide MARKETING AND BRANDING CONSULTING SERVICES as outlined in this RFP.

1.2 Issuing Office and Procurement Officer

The issuing office and designated procurement officer for this RFP is:

Issuing Office:	Administration & Finance Division
Department:	Procurement Office and Business Services
Mailing Address:	Coppin State University 2500 W. North Avenue Baltimore, Maryland 21216
Campus Office Location:	Physical Education Complex
Phone:	(410) 951-3792
Facsimile No.:	(410) 523-6311
Email address:	thdawson@coppin.edu
Procurement Officer:	Thomas E. Dawson, Jr., C.P.M.

1.3. <u>Schedule of Events</u>	<u>Date</u>
Solicitation Released	April 1, 2022
Deadline for Receipt of Questions	April 13, 2022
Pre-Proposal Conference	N/A
Proposal Due Date	April 25, 2022

The sole point of contact in the State for purposes of this IFB/RFP is the Procurement Officer or his/her designee. No State or University employee, official, or representative has authority to change the requirement of this solicitation, except the Procurement Officer or his/her designated representative. Any attempts to contact any members of the evaluation committee or to circumvent this procedure in any manner may be grounds for disqualification of the vendor(s) from the procurement process.

1.4 Questions and Inquiries

All communications regarding this solicitation are to be made solely through the Procurement Officer or his/her designee. Only information communicated by the Procurement Officer or

his/her designee shall be the official position of the University. Questions regarding this solicitation may be directed verbally to the Procurement Officer or the designee; however, the Procurement Officer reserves the right to require that the vendor submit the question in writing. Questions may be submitted by email to thdawson@coppin.edu.

All questions should be submitted in a timely manner to the Procurement Officer by **April 13, 2022**. In the case of questions not received in a timely manner, the Procurement Officer shall, based on the availability of his/her time to research and communicate an answer, decide whether he/she can answer an untimely submitted question before the bid due date. Questions will receive a written reply in the form of an Addendum. Copies of replies will also be sent to all other offerors, but without identification of the inquirer.

1.5 RFP Addenda & Amendments

All RFP addenda and Amendments shall become a part of the RFP. Each Firm must acknowledge receipt of addenda, by completing and returning it with their Technical Offer. Failure of a Firm to acknowledge any addendum shall not relieve the Firm of complying with the terms thereof.

1.6 Duration of Offers

Proposals submitted in response to this RFP are irrevocable for 120 days from the proposal due date. Any submitted modifications to the proposal are irrevocable for 120 days from the date of submission, and the new time period includes the original response.

1.7 Pre-Proposal Conference

There will not be a pre-proposal conference for this RFP.

1.8 Closing Dates and Required Delivery

In order to be considered, submittal of one (1) original and three (3) copies each of the Technical Proposal and one original and three (3) copies of the Financial Proposal (in separate sealed envelopes) must arrive at the Issuing Office by no later than **3:00 pm April 25, 2022**. Offerors mailing proposals should allow sufficient mail delivery time to insure timely receipt by the Office of Procurement. Proposal submittals must include Bid/Proposal Affidavit (Appendix C).

Proposals or unsolicited amendments to proposals arriving after the closing date and time will not be considered. Proposals will be opened in accordance with the provisions of COMAR 21.05.03.02G. There will be no public proposal opening of either the technical or financial proposals. The register of proposals shall be opened to public inspection after award of contract.

1.9 Anticipated Contract Term

The period of this contract will be for one (1) year, beginning July 1, 2022, through June 30, 2023.

1.10. Performance and Payment Bond

[Intentionally omitted]

1.11 Reserved Rights

The University reserves the right to reject any and all proposals or to accept any proposal in the interest of Coppin State University. For the same reason, the University reserves the right to waive any informally in a proposal.

1.12 Small Business Reserve Program

The Small Business Reserve Program requires state agencies to reserve 15 % of its contracting dollars for bid solely by small businesses. The Program is intended to allow small businesses to be able to bid for state contracts without competing with larger, more established businesses. For more information on how to register as a Small Business, please contact Department of General Services via email at sbadmin@dgs.state.md.us or in writing to State of Maryland, Department of General Services, Small Business Reserve Program, 301 West Preston Street, Room M-3, Baltimore, Maryland 21201.

1.13 MBE Subcontracting Opportunities

A minority business enterprise subcontractor participation has not been established for this solicitation; however, the Contractor shall seek any opportunities to award to MBE subcontractors, certified by the State of Maryland as minority owned and controlled, a percentage of the contract.

[END OF SECTION I]

Coppin State University
Request for Proposals
No. CSU 0002-2022
Marketing and Branding Consulting Services

SECTION II: SOLICITATION REQUIREMENTS, CONDITIONS AND CONTRACT TERMS

A. Solicitation Requirements and Conditions

1. Public Information Act Notice

Contractors should give specific attention to the identification of those portions of their proposals or bids that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. Contractors must clearly identify each and every section that is deemed to be confidential, proprietary or a trade secret (it is **NOT** sufficient to preface your proposal with a proprietary statement or to use a page header or footer that arbitrarily marks **all** pages as confidential). Any individual section of the proposal that is not labeled as confidential with an accompanying statement concerning the rationale for its claimed confidentiality shall be considered public information.

2. Minority Firms

Minority Business Enterprises are encouraged to respond to this Request for Bid, Request for Quotation or solicitation. (For more information see the enclosed Vendor Information Sheet).

3. Arrearage

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

4. Bid Affidavit

The attached bid affidavit must be completed, signed, and returned with the contractor's bid. Each Bidder if a corporation; shall complete the enclosed Bid Affidavit and submit with its bid or proposal.

5. Discrimination

The Contractor hereby assures the University that Contractor is in compliance with all relevant Federal and State laws and executive orders prohibiting discrimination on the basis of race, color, religion, sex, national origin, age, or condition handicap.

6. Termination

This request for bid implies no obligation on the part of Coppin State University, and any contractual agreements entered into as a result of this quotation may be terminated at any time without cause by or cost to Coppin State University.

7. Tax Exemption

Coppin State University is an agency of the State of Maryland and is therefore, exempt from all Federal, State and Municipal taxes (Tax Exempt No. 30002563). The successful bidder must withhold all applicable State and Federal taxes and Social Security taxes from anyone under their employ.

8. Omissions in Bids

Should there be any omissions and/or unclear specifications or general conditions, it shall be the responsibility of the bidder to clarify such items with the University before submitting a bid.

9. Bid Acknowledgment

The act of submitting a bid is to be considered acknowledgment by the bidder that he has visited the site, taken field measurements where applicable and is familiar with the conditions and requirements affecting the work. Failure to do so will not relieve a successful bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of the contract to complete the work for the consideration set forth in his bid. The Bidder shall be responsible for reading very carefully and understanding completely the requirements and specifications of the items bid upon. The bid due time will be and must be scrupulously observed. **Under no circumstances will bid delivered after the time specified be considered.**

10. Bid Sheet Submittal

Bid prices should be submitted on either the enclosed bid sheet (if applicable) or on the vendor's letterhead (containing the name and address of the vendor). On bids involving option year prices, please indicate on the bid sheet the year being covered by the bid.

11. Bid Protests

Any "interested party" may "protest" against the award of a contract by notifying the Procurement Officer indicated herein in writing within the time frame and manner called for in COMAR 21.10.02. If the alleged improprieties become known prior to the bid opening, a protest should be filed prior to the bid opening.

12. Bidder's Responsibility

Before award of a contract, the University may require the bidder to submit such evidence of its responsibility as they may deem appropriate and may consider any information available to them from any source concerning the qualifications and abilities of the bidder. Bidders may be required to make an oral presentation to the Issuing Office for the purpose of clarifying their bid.

13. Contract Supervision

The supervision of the performance of this Contract is vested in the Office of Capital Planning & Contracts Project Manager or his/her designee.

14. Contract Transferability

The contract may not be transferred. The Contractor may not subcontract, in whole or in part, any portion of this contract unless specific permission has been granted in writing prior to the commencement of any work.

15. RFP Addenda and Amendments

All addenda and amendments issued by the University shall become a binding part of the specifications and will be incorporated into the contract.

16. The Contractor will:

- A. Provide, at own expense, all required equipment not provided by the University. The Contractor shall repair, replace, and supplement such equipment to the extent necessary to insure efficient and satisfactory operation. Ownership of such equipment shall be vested in the Contractor.
- B. Pay for all permits, licenses, fees, and sales tax and to give all notices and comply with all laws, ordinances, rules and regulations of the County of Baltimore, the State of Maryland and the Government of the United States.
- C. The Contractor shall use reasonable care in the use of space assigned to him, and upon termination of the contract shall leave such space in as good condition as when received except for ordinary wear and tear, and damage or destruction beyond his control and not due to his fault or negligence.
- D. The Contractor shall maintain and operate the facilities and services included in the contract in a courteous, efficient and orderly manner, and in conformance with all applicable building, health, and other laws and regulations.

17. Out-of-State Firms

When awarding any contract by competitive bidding, the University as an agency of the State of Maryland must give preference to the lowest "responsive" bid from a Maryland resident firm over that of a non-resident firm if the State in which the non-resident firm is located gives a resident firm preference. Not applicable for evaluated RFP proposals.

18. Bid Signature

This bid must be signed by an owner, partner, or in the case of a corporation, the President, Vice President, Secretary or other corporate officer.

19. Insurance

The Contractor must agree to indemnify and save harmless Coppin State University of Maryland and the State of Maryland from claims, suits, actions, damages and costs of every name and description, arising out of or resulting from the performance of the contract, vandalism and acts of God excepted. Unless otherwise noted, the Contractor must provide and maintain liability insurance naming both the Contractor and Coppin State University of Maryland as Joint Assureds with a combined single limit of at least \$1,000,000 for Personal Injury and Property Damage. The Contractor shall furnish Coppin State University of Maryland with a certificate showing that such insurance is in effect and that the protection afforded unless the policy will not be canceled or reduced until at least twenty (20) days prior notice is sent to Coppin State University by the insurance company or agent, such notice being sent by registered mail. The Contractor must provide and maintain for the lift of this agreement, appropriate coverage for such employees as are required to be covered by the provisions of the Workmen's Compensation Law.

20. Performance and Payment Bond

[Intentional left blank]

21. Proprietary Rights

The responses produced as a result of this IFB/RFP/RFP and all information produced for the University shall become the sole property of the University and any reproduction, resale or reuse of this Information without the express written consent of the University will be prohibited.

22. Liquidated Damages

[Intentionally left blank]

1. Evidence of Responsibility

Prior to the award of a Contract pursuant to this IFB/RFP, the Procurement Officer may require a Firm to submit such additional information as the Procurement Officer deems appropriate. The Procurement Officer may also consider any information available to him/her concerning the financial, technical, and other qualifications and abilities of the Firm.

B. Contract Terms and Conditions

1. CHANGES

- (a) The procurement officer unilaterally may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes:
 - 1. In the specifications (including drawings and designs);
 - 2. In the method or manner of performance of the work;
 - 3. In the State-furnished facilities, equipment, materials, services, or site; or
 - 4. Directing acceleration in the performance of the work.
- (b) Any other written order or an oral order, including a direction, instruction, interpretation or determination, from the procurement officer that causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the procurement officer written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.
- (c) Except as herein provided, no order, statement, or conduct of the procurement officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.
- (d) Subject to paragraph F, below, if any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change under B, above, shall be allowed for any costs incurred more than 20 days before the Contractor gives written notice as therein required; and provided further, that in the case of defective specifications for which the University is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.
- (e) If the Contractor intends to assert a claim for an equitable adjustment under this clause, he shall, within 30 days after receipt of a written change order under (1), above, or the furnishing of written notice under (2), above, submit to the procurement officer a written

statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the University. The statement of claim hereunder may be included in the notice under (2), above.

- (f) Each contract modification or change order that affects contract price shall be subject to the prior written approval of the procurement officer and other appropriate authorities and to prior certification of the appropriate fiscal authority of fund availability and the effect of the modification or change order on the project budget or the total construction cost. If, according to the certification of the fiscal authority, the contract modification or change order will cause an increase in cost that will exceed budgeted and available funds, the modification or change order may not be made unless sufficient additional funds are made available or the scope of the project is adjusted to permit its completion within the project budget.
- (g) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

2. Procurement Regulations

This solicitation shall be conducted in accordance with the University System of Maryland Procurement Policies and Procedures.

3. Coppin State University Terms and Conditions

This IFB/RFP and Contract is subject all terms and conditions set forth in the General Terms and Conditions and Supplemental Terms and Conditions.

4. Cancellation of IFB/RFP; Rejection of Offers; Waiver of Technicalities

The University reserves the right to cancel this IFB/RFP, to reject any or all offers received, or to waive minor irregularities in offers when it appears in the best interest of the University and the State of Maryland to do so. This IFB/RFP creates no obligation on the part of the University to award a Contract.

5. Oral Discussion

Discussions may be conducted with qualified Firms. If the University feels that such discussions and substantiate any of the areas of the Bid submitted, as well as its own qualifications for the required services. The discussions should not exceed one half hour. Firms shall not be reimbursed for any expenses they may incur in attending discussion sessions, including but not limited to travel expense.

6. Incurred Expenses

Neither the University nor the State of Maryland is responsible for any expenses that a Firm may incur in preparing and submitting a Bid or in making oral presentations of its Bids.

7. Acceptance of Terms and Conditions

By submitting a Bid in response to this IFB/RFP, the Firm accepts the terms and conditions set forth in this IFB/RFP.

8. Economy of Preparation

Bids should be prepared simply and economically, providing a straight-forward, concise description of the Firm's capabilities to satisfy the requirements of this IFB/RFP. Emphasis should be on completeness and clarity of content.

9. Multiple Bid or Alternate Bid

Unless multiple or alternate bids are requested in the solicitation, these bids may not be accepted. However, if a bidder clearly indicates a base bid, it shall be considered for award as though it were the only bid submitted by the bidder. The provisions of this regulation shall be set forth in the solicitation and, if multiple or alternate bids are allowed, it shall specify their treatments.

10. Firm's Responsibilities

The University will enter into a contractual agreement with selected firm only. The selected firm shall be responsible for all products and services as required by this IFB/RFP. Other firms, if any, must be identified and a complete description of their role relative to the Bid must be included. These auxiliary firms must submit any of their terms and conditions with their Bid.

11. Parties to the Contract

The Contract to be entered into as a result of this IFB/RFP (the "Contract") shall be by and between the Contractor and the University. It shall be substantially in the form as specified in the Bid Affidavit, Contract Affidavit and Sample Contract attached hereto as appendices and incorporated by reference herein.

12. Discretion in Determining Deviation and Compliance

The Procurement Officer shall determine which Firms have met the requirements of this IFB/RFP. The Procurement Officer shall have the sole authority to determine whether any deviation from the requirements of this IFB/RFP is substantial in nature, and the Procurement Officer may reject non-conforming Bids. In addition, the Procurement Officer may reject in whole or in part any and all Bids, waive minor irregularities in Bids, allow a Firm to correct minor irregularities, and negotiate with all responsible Firms in any manner deemed necessary to serve the best interests of the University.

13. Proprietary Rights

The responses produced as a result of this IFB/RFP and all information produced for the University shall become the sole property of the University and any reproduction, resale or reuse of this information without the express written consent of the University will be prohibited.

14. Conflicts of Interest

The Firm shall identify any potential or actual conflicts of interest which presently exist or which may arise if the Firm were to serve as the University Contractor and shall describe how it proposes to resolve such conflicts.

15. Award of Contract, Term and Extensions

Award of Contract will be made as soon as possible. The Contract term shall commence on the date the contract is executed on behalf of the University or such later date as the University and the Contractor shall agree.

16. Maryland Public Ethics Law, Title 15

The Maryland Public Ethics Law prohibits, among other things: State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from (i) submitting a bid or Bid, (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/Firm has any questions concerning application of the State Ethics law to the bidder/Firm’s participation in this procurement, it is incumbent upon the bidder/Firm to seek advice from the State Ethics Commission:

Mr. John O'Donnell, State Ethics Commission, 300 E. Joppa Road, Suite 301, Towson, Maryland 21286, (410) 321-3626.

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/Firm 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.

17. Prohibition against Shift in Maryland Income to Out-Of-State Affiliates

The Firm may not, for any period during the Contract terms, seek to reduce the amount of Firm'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 intangible property associated with the Firm. The Firm 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, the Firm and the affiliated company shall file separate Maryland income tax returns and pay their respective Maryland income taxes, in such a manner that Firm does not claim a deduction against Maryland income tax for such payments, and the affiliated company receiving the royalty or similar payment files Maryland income tax returns and pays Maryland tax returns and pays Maryland tax, under a formula that reasonably apportions the income of the affiliated company among the states, including Maryland, in which the Firm does business. The Firm agrees that it is authorized to bind its affiliated entities to the terms hereof.

18. Eligibility to Purchase

By submitting an offer to sell, the successful firm(s) agree to extend the offered prices (hourly rates for labor, if applicable) to all State of Maryland Governmental Agencies: any County or Baltimore City; and Municipal Corporation, and any public or quasi-public agency that receives State money and is exempt from taxation under 501 (C)(3) of the IRS code.

19. Contract Modifications

The procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of any contract resulting from this solicitation in any one or more of the following:

- (a) Drawings, designs, and specifications;
- (b) In the method, quantity, or manner of performance of work;

- (c) In any University furnished facilities, equipment, place of performance of the services, materials, services, or site;
- (d) Directing acceleration in the performance of the work;
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the procurement officer.

The Contractor agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by the Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in 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 subcontractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. NON-HIRING OF EMPLOYEES

No employee of the State 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.

21. MARYLAND LAW PREVAILS

The laws of Maryland shall govern the interpretation and enforcement of this Contract.

22. NON-DISCRIMINATION 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, 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.

23. CONTINGENT FEE PROHIBITION

The Contractor warrants that it has not employed or retained any person, partnership, corporation or other entity, other than a bona fide employee agent working for the Contractor to solicit or secure any agreement resulting from this solicitation 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 any agreement resulting from this solicitation.

24. MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATION

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 are 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 University 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 University 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.

25. DISPUTES

- (a) This contract is subject to the USM Procurement Policies and Procedures.
- (b) Except as otherwise provided in this contract or by law, all disputes arising under or as a result of a breach of this contract that are not disposed of by mutual agreement shall be resolved in accordance with this clause.
- (c) As used herein, claim means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this clause.
- (d) Within 30 days after contractor knows or should have known of the basis for a claim relating to this contract, contractor shall file a written notice of claim with the procurement officer.
- (e) Contemporaneously with, or within 30 days after, the filing of a notice of claim, contractor shall submit the written claim to the procurement officer. If contractor so requests, the procurement officer, on conditions the procurement officer deems satisfactory to the unit, may extend the time in which contractor must submit the claim. 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.
- (f) The claim shall set forth all the facts surrounding the controversy. Contractor, at the discretion of the procurement officer, may be afforded an opportunity to be heard and to offer evidence in support of the claim.
- (g) The procurement officer shall mail or deliver written notification of the final decision within:
 1. 90 days after the procurement officer receives the claim if the claim is an amount for which the Appeals Board accelerated procedure, set forth in COMAR 21.10.06.12, may be used;
 3. 180 days after the procurement officer receives the claim for a claim not covered under §G(1) of this regulation; or
 3. A longer period that the procurement officer and contractor agree to in writing.
- (8) The final decision may award a contract claim only for those expenses incurred not more than 30 days before contractor was initially required to have filed the notice of claim.
- (9) The procurement officer's decision is the final action of the University. If the procurement officer fails to render a final decision within the time required, contractor may deem the failure to be a final decision not to pay the claim.
- (10) If the final decision grants the claim in part and denies the claim in part, the University shall pay contractor the undisputed amount. Payment of the partial claim is not an admission of liability by the University and does not preclude the University from recovering the amount paid if a subsequent determination modifies the final decision.

- (11) Contractor may file a written appeal with the Maryland State Board of Contract Appeals within 30 days of receipt of notice of the decision.
- (12) Pending resolution of a claim, contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

26. SITE INVESTIGATION

The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the University, as well as from information presented by the drawings and specifications made a part of this contract. Any failure by the Contractor to acquaint himself with the available information may not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The University assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the University."

27. DIFFERING SITE CONDITIONS

- (a) The Contractor shall promptly, and before such conditions are disturbed, notify the procurement officer in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract. The procurement officer shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.
- (b) No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (1) above; provided, however, the time prescribed therefore may be extended by the University.
- (c) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract."

28. 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 the 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.

29. TERMINATION FOR CONVENIENCE OF THE UNIVERSITY

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 COMAR 21.07.01.12A(2).

30. DELAYS AND EXTENSIONS OF TIME

The Contractor agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by the Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in 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 subcontractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

31. VARIATIONS IN ESTIMATED QUANTITIES

Where the quantity of a pay item in this contract is an estimated quantity and where the actual quantity of such pay item varies more than twenty-five percent (25%) above or below the estimated quantity stated in this contract, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the procurement officer shall, upon receipt of a written request for an extension of time within ten (10) days from the beginning of the delay, or within a further period of time which may be granted by the procurement officer before the date of final settlement of the contract, ascertain the facts and make the adjustment for extending the completion date as in his judgment the findings justify."

32. SUSPENSION OF WORK.

- (a) The procurement officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for a period of time as he may determine to be appropriate for the convenience of the University.
- (b) If the performance of all or any part of the work is for an unreasonable period of time, suspended, delayed, or interrupted by an act of the procurement officer in the administration of this contract, or by his failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), an adjustment shall be made

for any increase in the cost of performance of this contract (excluding profit) necessarily caused by an unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or (2) for which an equitable adjustment is excluded under any provision of this contract.

- (b) No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the procurement officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of a suspension, delay, or interruption, but not later than the date of final payment under the contract."

33. NOTICE OF PRE-EXISTING REGULATIONS

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

34. PAYMENT OF STATE OBLIGATIONS

Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. 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, or by the Public Service commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

35. FINANCIAL DISCLOSURE

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

36. POLITICAL CONTRIBUTION DISCLOSURE

The Contractor shall comply with Article 33, Section 30-1 through 30-4 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person received in the aggregate \$100,000 or more, shall file with the State Administration Board of Election Laws 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. The statement shall be filed with the State Administration Board of Election Laws:

- (a) before a purchase or execution of a lease or contract by the University, a county, an incorporated municipality, or their agencies, and shall cover the proceeding two calendar years; and

- (b) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on (1) February 5, to cover the 6-month period ending January 31; and (2) August 5, to cover the 6-month period ending July 31.

37. RETENTION OF RECORDS

The Contractor shall retain and maintain all records and documents relating to this contract for three years after final payment by the University hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the procurement officer or designee, at all reasonable times.

38. COMPLIANCE WITH LAWS

The Contractor hereby represents and warrants that:

- (a) It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- (b) It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the terms of this Contract;
- (c) It shall comply with all Federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- (d) It shall obtain at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Contract.

39. COST AND PRICE CERTIFICATION

The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

- (a) negotiated contract, of the total contract price is expected to exceed \$100,000, or a small amount set by the procurement officer; or
- (b) a change order or contract modification, \$100,000 or a small amount set by the procurement officer.
- (c) the price under this Contract 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

40. INTELLECTUAL PROPERTY

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

41. CONFLICT OF INTEREST OF LAW

It is unlawful for any State 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, minor child, brother or sister, has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or

employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a part, unless such officer, employee or agent has previously complied with the provisions of Article 40A, 3-101 et seq. of the Annotated Code of Maryland.

42. ANTI-BRIBERY

- (a) Vendors and Contractors are required to be aware of Maryland Code, State Finance and Procurement Article 12-101 which requires that any person convicted of bribery, attempted bribery, or conspiracy to the bribe based upon acts committed after July 1, 1977, in the obtaining of a contract from the disqualification pursuant to Maryland Code, State Finance and Procurement Article 12-101 from entering into a contract with the State or any county or other subdivision of the State, for the supply of materials, supplies, equipment or services by the person.
- (b) By executing any subsequent Contract as a result of this solicitation the Contractor affirms under the penalties of perjury that to the best of its knowledge, neither it nor any of its officers, directors, partners or any of its employees directly or indirectly involved in obtaining contracts with the State of Maryland, or any county or subdivision of the State has been convicted of, or have pleaded nolo contendere to a charge of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government.

43. TAX EXEMPTION

The State is generally exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, District of Columbia Sales Taxes and Transportation Taxes. Exemption certificates shall be completed 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, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

44. DELIVERY

Delivery shall be made in accordance with the bids specifications. The State 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 bid shall be delivered FOB the point or points specified prior to or on the date specified in the bid. Any material that is defective or fails to meet the terms of the bid specifications shall be rejected. Rejected materials shall be promptly replaced. The State reserves the right to purchase replacement materials in the open market. Vendors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

45. NON-ASSIGNMENT

Vendors or Contractors shall not sell, transfer, or otherwise assign its obligation under any subsequent contract or any portion thereof, or of its rights, title, or interests therein, without prior written notice to the University.

46. EPA COMPLIANCE

Materials, supplies, equipment or services shall comply in all respects with the Federal Noise Act of 1972, where applicable.

47. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

All materials, supplies, equipment or services supplied as a result of this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

48. INCORPORATION BY REFERENCE

All terms and conditions of the Purchase Order including the Vendor's Proposal, Proposal affidavit, Contract Affidavit, any amendments, addenda or changes and the Contractor's response to the IFB/RFP shall be incorporated by reference to this Contract. 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.

49. SPECIAL CONDITIONS

The Contractor must take into consideration the fact that the schedule of school must be continued as usual during the progress of the work when classes are in session. The safety of the Students and Teachers requires that nothing shall be done in any way to block the streets in or about the exits or exits themselves. Neither shall there be any unauthorized interference with the free and unobstructed used of hallways, stairways, toilets and rooms. When necessary for Employees to work in any portion of the premises normally occupied by classes, application must be made before entering therein to perfect a working agreement with class instructors or building coordinators so that the work may be carried forward in a manner to interfere as little as possible with the class sessions. The University reserves the right to disapprove any employee of the Contractor who does not conduct himself in a satisfactory manner.

50. SOFTWARE CONTRACTS.

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

51. GRAMM-LEACH-BLILEY ACT OF 1999

The Contractor agrees that in performing its obligations under this contract, the Contractor shall comply with all requirements of a non-affiliated third-party who receives a financial institution's consumer or customer information, under the Gramm-Leach-Bliley Act of 1999, and applicable regulations thereto (the "GLB Act") and other applicable federal and state consumer privacy acts, rules and regulations. Nonpublic personal information shall have the same meaning as that term is defined in the GLB Act.

- (a) The Contractor Agrees to disclose such nonpublic personal information for the sole purpose of facilitating the Contractor's performance of its duties and obligations under this contract and will not disclose such nonpublic personal information to any other party unless such disclosure is (i) allowed by the GLB Act and consented to by the

Customer, or (ii) compelled by law, in which case the Contractor will provide notice of such disclosure to the Customer.

- (b) The Contractor represents and warrants that it will, for so long as it retains nonpublic personal information, implement and maintain in place the necessary information security policies and procedures for (i) protecting the confidentiality of such nonpublic person information, (ii) protecting against any anticipated threats or hazards to the security or integrity of such nonpublic personal information, and (iii) protecting against the unauthorized access to or use of such nonpublic personal information. These terms apply to all subcontractors employed by the contractor who perform work under the scope of this agreement.

52. IMMIGRATION REFORM AND CONTROL ACT OF 1986

Requirement Contractor warrants and represents that it is currently in compliance, and that during the term of this contract it will remain in compliance, with the Immigration Reform and Control Act of 1986, and that it will obtain original valid employment verification documentation from all its employees on a timely basis as required by law and regulation. This requirement also applies to all subcontractors hired by Contractor.

53. METHOD OF AWARD

The contract is to be awarded based on the evaluation of criteria in this RFP. The contract or purchase order is to be awarded to the responsible and responsive offeror whose proposal meets the requirements set forth in this Request for Proposal and favorable proposal price. The University reserves the right to reject any or all proposals and is not bound to accept the lowest-cost proposal if that proposal is not in the best interests of the University. In making an award, factors such as service capability, integrity, reputation, and past performance may be considered.

54. PROCUREMENT OFFICER:

The Procurement Officer for this contract is:

Mr. Thomas E. Dawson, Jr., C.P.M.
Assistant Vice President for Procurement and Business Services
Coppin State University
2500 W. North Avenue
Baltimore, MD 21216
410-951-3792

All questions pertaining to this IFB/RFP should be directed to the Procurement Officer.

55. PROJECT MANAGER

The Project Managers for this contract:

Mr. Joshua Humbert, Vice President for Institutional Advancement
Ms. Tara Turner Assistant Vice President for Institutional Advancement
Coppin State University
2500 W. North Avenue
Baltimore, MD 21216

[END OF SECTION II]

Coppin State University
Request for Proposals
No. 0002-2022
Marketing and Branding Consulting Services

SECTION III: SUPPLEMENTAL TERMS AND CONDITIONS

1. Each offeror, if a corporation, shall complete the enclosed Proposal Affidavit and submit with its proposal.
2. The Contractor hereby assures the University that Contractor is in compliance with all relevant Federal and State laws and executive orders prohibiting discrimination on the basis of race, color, religion, sex, national origin, age or condition handicap.
3. This request for proposal implies no obligation on the part of Coppin State University, and any contractual agreements entered into as a result of this quotation may be terminated at any time without cause by or cost to Coppin State University.
4. Coppin State University is an agency of the State of Maryland and is therefore, exempt from all Federal, State and Municipal taxes (Tax Exempt No. 30002563). The successful offeror must withhold all applicable State and Federal taxes and Social Security taxes from anyone under their employ.
5. Offerors must guarantee to hold prices quoted firm for one hundred and twenty (120) days after the opening date of the proposal unless otherwise noted in the proposal specifications.
6. Should there be any omissions and/or unclear specifications or general conditions, it shall be the responsibility of the offeror to clarify such items with the University before submitting a proposal.
7. The act of submitting a proposal is to be considered acknowledgment by the offeror that he has visited the site, taken field measurements where applicable and is familiar with the conditions and requirements affecting the work. Failure to do so will not relieve a successful offeror of his obligation to furnish all materials and labor necessary to carry out the provisions of the contract to complete the work for the consideration set forth in his proposal.
8. The offeror shall be responsible for reading very carefully and understanding completely the requirements and specifications of the items proposal upon. The proposal due time will be and must be scrupulously observed. **Under no circumstances will proposal delivered after the time specified be considered.** Proposal prices should be submitted on either the enclosed proposal sheet (if applicable) or on the vendor's letterhead.
9. This proposal must be signed by an owner, partner, or in the case of a corporation, the President, Vice President, Secretary or other corporate officer.

10. Contractor must agree to pay for all permits, licenses, fees, and sales tax and to give all notices and comply with all laws, ordinances, rules and regulations of the County of Baltimore, the State of Maryland and the Government of the United States.
11. The University reserves the right to disapprove any employee of the Contractor who does not conduct himself/herself in a satisfactory manner.
12. This proposal must be signed by an owner, partner, or in the case of a corporation, the President, Vice President, Secretary or other corporate officer.
13. Contractor must agree to pay for all permits, licenses, fees, and sales tax and to give all notices and comply with all laws, ordinances, rules and regulations of the County of Baltimore, the State of Maryland and the Government of the United States.
14. The purpose of this Request for Proposal (RFP) is to select from among competing proposals the optimum combination of price and service to meet the requirements outlined herein. Proposals will be independently evaluated and ranked considering all the specifications contained herein. Technical merit will have a greater weight than price.
15. INTELLECTUAL PROPERTY - WORK FOR HIRE: Work for Hire. Contractor understands and agrees that any and all materials and deliverables that are subject to copyright protection and are developed in connection with the performance of this contract (Works) shall constitute a work for hire as that term is defined in the Copyright Act of 1976, as amended. As a result, all right, title and interest in and to all such Works shall belong exclusively to the University, including without limitation all copyrights and other intellectual property rights therein.

[END OF SECTION III]

Coppin State University
Request for Proposal
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Marketing and Branding Consulting Services

SECTION IV: SCOPE OF WORK

INTRODUCTION

Coppin State University is a model urban, residential liberal arts university located in the northwest section of the City of Baltimore that provides academic programs in the arts and sciences, teacher education, nursing, graduate studies, and continuing education. An HBCU (Historically Black Colleges and Universities), Coppin has a culturally rich history as an institution providing quality educational programs and community outreach services. Coppin offers 53 majors and nine graduate-degree programs. A fully accredited institution, Coppin serves Baltimore residents as well as students from around the world, with flexible course schedules that include convenient day, evening, and weekend classes and distance learning courses.

Coppin, which was officially renamed Coppin State University on April 13, 2004, is accredited by the Middle States Association of Colleges and Schools. In addition, the undergraduate and graduate academic programs are accredited by a number of specialized agencies. Teacher education programs are accredited by the National Council for the Accreditation of Teacher Education and are approved by the Maryland State Department of Education.

The student population is comprised of students who are enrolled in day, evening and weekend undergraduate/graduate courses. Many are Baltimore residents from very diverse ethnic, religious and socio-economic backgrounds. Coppin has graduated thousands of alumni who are making a tremendous impact in the State of Maryland in various fields, particularly Human Services.

Now, and in the years to come, Coppin State University will continue to help bring the dreams of its students to fruition through its educational programs, reach beyond its campus to help the community, and serve the citizens of Baltimore, the State of Maryland, and the nation.

PURPOSE & SCOPE OF WORK

Coppin State University (CSU) seeks a qualified firm to submit offers to assist in the development and delivery of a university-wide comprehensive brand marketing strategy and execution of updating the university's brand creative. The selected firm will be expected to consult with and provide focus for the talented team of marketing and creative professionals in the Office of University Relations. This endeavor is to be fully integrated with the work of the office and engage a wide range of constituencies. The collaborative effort should be anchored by Coppin State University's strategic priorities:

1. Become a university of choice
2. Improve the holistic development and completion rates of our students
3. Advance our brand and reputation
4. To be a great university at which to work
5. Enhance our teaching and research excellence

OVERVIEW OF EXPECTED DELIVERABLES

STRATEGIES

- Develop and execute a comprehensive brand/marketing strategy that addresses:

- Strengthening the University’s position in the higher education marketplace
- Differentiating CSU from its competitors
- Increasing applications and enrollment
- Active engagement with the CSU student body and alumni
- Develop and execute social media strategy and posting for internal and external audiences.
- Develop university branding and marketing strategies to revitalize the brand.
- Acute focus on supporting academic affairs, enrollment, retention and fundraising efforts in branding strategies that align with the overall strategy.

BRANDING

- Assess Coppin’s existing brand and update/create brand architecture, identity, and positioning.
- Engage campus stakeholders including students, faculty, staff, alumni, and surrounding community to gain existing brand perspectives
- Develop creative brand elements for visual, voice, messaging, persona, etc.
- Develop a visual and editorial style guide.

ADVERTISING

- Assist with creating a brand marketing campaign inclusive of ad placement in traditional and non-traditional mediums.
- Provide guidance on selecting advertising mediums that follow successful trends.

OTHER RELEVANT NEEDS

- Define the key target markets and identify the gaps between perceived and actual market positions.
- Establish clearly defined benchmarks and monitoring of effectiveness, including recommendations for redirection of resources as needed.
- Bring a spirit of unbridled creativity, innovation, collaboration and energy to all phases of the project.

[END OF SECTION IV]

Coppin State University
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Marketing and Branding Consulting Services

SECTION V: EVALUATION AND SELECTION CRITERIA

5.1 Evaluation Committee

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

5.2 Classification of Proposals

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

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

5.3 Evaluation and Recommendation

The evaluation shall be based on the evaluation factors set forth in the RFP. Technical proposals and Financial Proposals shall be evaluated independently of each other. Firms are advised that for purposes of evaluation, technical merit is of greater importance than financial merit.

Based on its evaluation of the technical and financial proposals, the Evaluation Committee will make a recommendation to the procurement officer for the award of the contract to the responsible offer or whose proposal is determined to be the most advantageous to the University, considering both technical and financial factors as set forth in the RFP.

5.4 Evaluation Criteria

The evaluation of proposals will be made from the criteria as listed below. The criteria for the

technical evaluation are listed in order of importance. Please see Section VI for submission of information required in Firm's proposals. Technical considerations are of greater importance than the financial considerations.

The criteria that will be used by the University for the evaluation of proposals for this procurement are listed below in descending order of relative importance, technical will have more weight than financial.

Technical Proposal – 80 points

- 30 points – Brand story, diversity and inclusion statement, unique qualifications/competencies, experience with research and discovery and outlined approaches/methodologies
- 20 points – Personnel descriptions and plan for interaction and collaboration with the Office of University Relations
- 15 points – Previous work samples
- 10 points – Proposed timeline for deliverables
- 5 points – Three references

Financial Proposal – 20 points

- 10 points – Anticipated costs of work completed with an in-depth breakdown of needs.
- 10 points – Anticipated out of pocket costs for CSU. (Ad placement, photographer/videographer, research/implementation tools)

The Price Proposal must be submitted in a sealed envelope separate from the technical proposal.

5.5 Negotiation of Award of Contract

Conversations and negotiations may be held to promote further understanding of CSU requirements, the Firm's proposal, and to facilitate arrival at a Contract most advantageous to CSU and the Firm. CSU reserves the right to accept the best offer, as submitted, without further conversations or negotiations, and may do so. In addition, CSU may select a Firm based on the Firm's initial written proposal and oral discussion, if any, without further negotiation. If the University cannot reach timely agreement on contract terms or language with firms initially recommended, the University reserves the unilateral right to negotiate a contract with the next best offer. Acceptable Firms may be asked to submit their best and final proposal for consideration by the RFP evaluation committee.

5.6 Unable to Submittal Proposal

Vendors that are unable or unwilling to submit a proposal on the requirements are requested to indicate why in a brief explanation.

[END OF SECTION V]

Coppin State University
Request for Proposal
No. 0002-2022
Marketing and Branding Consulting Services

SECTION VI: INFORMATION REQUIRED IN FIRM'S PROPOSAL

6.1 Transmittal Letter and Submission

A transmittal letter prepared on the Firm's business stationery referencing the proposal title and number should accompany the proposal. The purpose of this letter is to transmit the proposal; therefore, it should be brief. An individual, who is authorized to bind the firm to all statements, including services and prices contained in the proposal, should sign the letter.

The selection procedure for this procurement requires that the technical evaluation of the proposals is to be conducted before the financial section is distributed to the evaluation committee. Consequently, each proposal must be submitted as two separate enclosures: Volume I Technical, Volume II Financial

The Procurement Officer must receive one (1) original and three (3) copies of the transmittal letter and the proposal, in a sealed envelope, captioned **RFP No. 0002-2022 Marketing and Branding Consulting Services**; and referencing the due date at the issuing office no later than **April 25, 2022, by 3:00p.m.** The proposal should not exceed fifty (50) pages, excluding exhibits, and shall be prepared in a clear and concise manner. The proposal must contain the sections as indicated below. Responses should be presented in the order given.

6.2 Volume I—Technical

The Volume I Technical Proposal should include concise responses to the technical considerations in Section 5.4.

Technical proposals must be submitted in sealed packages, separate and apart from the financial proposal. The envelope must contain the firm's name, the Proposal or Solicitation Number, the proposal due date, and be clearly marked Volume I Technical Proposal.

The technical proposals must be page-numbered and prepared in a clear and concise manner. It must address all parts of this solicitation. **Do not include price information in the Technical Proposals.**

Section A: Company Profile & Abilities

Technical proposal shall consist of a general company overview to include the following information regarding your firm:

- Mission and vision

- Diversity, equity, inclusion, and access commitment
- Brand narrative
- Key competencies, capabilities, and unique qualifications
- Key approaches, theories, methodologies, or models used to support the work you do
- Experience with project discovery and research, social and digital media strategy, brand architecture/development, content strategy, and ad placement.
- Process of establishing project benchmarks and metrics

Section B: Personnel and Experience

Firms shall provide their dedicated personnel and relevant experience pertaining to this request for proposal and identify the expectations for interactions and collaborations with Coppin State University and the Office of University Relations. Firms should describe knowledge and experience that their personnel have in like or comparable institutions. Firms must provide a detailed description of the individuals to be assigned to the University, to include the following information:

- The identities of all personnel for this project, in particular the principal or key consultants and support staff and their roles.
- The availability of the project personnel during the term of the Contract.
- The division of responsibilities among the personnel assigned to the Contract.
- The identity and availability of substitute consultants who would be available if the principal or key consultants were not available.
- Resumes, including experience and educational background for any individuals named to the Contract.

Section C: References and Work Samples

Please include at least three (3) professional references from previous clients, inclusive of contact name, address, telephone number, and project name. Firms shall make sure that references, telephone numbers, and contact names given are up-to-date and accurate. References from work with other universities are preferred but not required. Work samples, case studies, or related examples that mirror the proposed deliverables should also be included.

Section D: Bid/Proposal Affidavit

State law requires that each bid submitted include a Bid/Proposal Affidavit. A copy of this affidavit is included in this solicitation. **Offerors are required to complete the form and include it as part of their Technical Proposal. Failure to submit the Bid/Proposal Affidavit will render your proposal as non-responsive.**

Section E: Addenda Acknowledgment Form

Should an addendum or addenda be issued to this solicitation, all vendors submitting responses must acknowledge receipt of same. Vendors are required to use this document for acknowledgment, identifying all addenda by number and date and then signing the document and including it with your Technical Proposal.

6.3 Volume II-Financial

Please submit this section separate from the technical section in a sealed envelope. Failure to do so will render your proposal as non-response. The envelope should be labeled with the firm's Name, the Proposal Number and marked Volume II, Financial. Offerors must submit one (1) original three (3) copies of the financial price proposal. Provide a fixed fee for the entire project, all costs inclusive with the following information:

The timeline and pricing section should include a thorough outline of how you plan to utilize the time. Please include descriptions of work expected to be completed, benchmarks, and assessment measures. Submitted timelines should involve the following phases:

- Phase I. Research and Discovery
- Phase II. Brand Architecture/Message Strategy
- Phase III. Design
- Phase IV. Implementation and Evaluation

This section should also list the hourly rates and expected total number of hours worked by the deployed personnel, agency fees, and/or cost of requested deliverables.

It should be noted that reimbursements and expenses may be subject to the University of Maryland Travel Policy and Approved Rates Schedule.

[END OF SECTION VI]

**Coppin State University
Request for Proposals
No. CSU 0002-2022
Marketing and Branding Consulting Services**

SECTION VII: APPENDICES

- A) VENDOR INFORMATION FORM
- B) NOTICE TO VENDORS/CONTRACTORS
- C) BID/PROPOSAL AFFIDAVIT
- D) CONFLICT OF INTEREST INFORMATION
- E) CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE
- F) AFFIDAVIT CERTIFICATION REGARDING INVESTMENTS IN IRAN
- G) CONTRACT AFFIDAVIT
- H) SAMPLE CONTRACT

Coppin State University
Request for Proposals
No. CSU 0002-2022
Marketing and Branding Consulting Services

VENDOR INFORMATION SHEET

FIRM: _____

TELEPHONE NO. _____ FAX NO. _____

SALES ADDRESS: _____

CITY & STATE _____ ZIP _____

EMAIL ADDRESS: _____

REMIT TO ADDRESS IF DIFFERENT FROM SALES ADDRESS

ADDRESS: _____

CITY & STATE _____ ZIP _____

FEDERAL TAX ID NUMBER OR SOCIAL SECURITY NUMBER: _____

INCORPORATED IN THE STATE OF: _____

The undersigned certified that the Bidder (IS _____) (IS NOT _____) a Certified Minority Business Enterprise.

CERTIFICATION NUMBER/EXPIRATION DATE:

Department of Transportation _____

NOTE: Certifications must be renewed each year. Please ensure that your certification has been renewed.

Signature of Authorized Officer _____ Date _____

Typed Name of Authorized Officer _____

Signature of Witness _____ Date _____

NOTICE TO BIDDERS/CONTRACTORS

In order to help us improve the quality of State Bids solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your bid/proposal, or no bid/proposal, as the case may be. Thank you for your assistance.

Proposal/Bid No. _____ **Entitled** _____

1. If you have responded with a "no bid", please indicate the reason(s) below:
 - Other commitments preclude our participation at this time.
 - The subject of the solicitation is not something we ordinarily provide.
 - We are inexperienced in the work/commodities required.
 - Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
 - The scope of work is beyond our present capacity.
 - Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section.)
 - We cannot be competitive. (Explain in REMARKS section.)
 - Time allotted for completion of the bid/Bids is insufficient.
 - Start-up time is insufficient.
 - Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
 - Bid/Bids requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
 - MBE requirements. (Explain in REMARKS section.)
 - Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
 - Payment schedule too slow.
 - Other: _____

2. If you have submitted a bid or proposal but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS: _____

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (_____) - _____

Address: _____

PROPOSAL/BID 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 CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, 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 Bids for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or Bids 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 §§B and C(1)—(7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, 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).

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
 - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
-
-
-

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, 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 Bid of the bidder or bidder 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, §§14-101—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 meanings 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 programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §J(2)(b), above;
 - (h) Notify its employees in the statement required by §J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
 - (i) Notify the procurement officer within 10 days after receiving notice under §J(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 a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §J(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §J(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:

- (a) The award of 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 21.07.01.11 or 21.07.03.15, as applicable; and
- (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

(If not applicable, so state).

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

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, 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. Repealed.

N. ACKNOWLEDGEMENT

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

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

Date: _____ By: _____ (Authorized Representative and Affiant)

CONFLICT OF INTEREST INFORMATION

- A. Each solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of a State contract shall provide notice of the requirement of this regulation.
- B. "Conflict of interest" means that, because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- C. "Person" has the meaning stated in COMAR 21.01.02.01B (64) and includes a bidder, offeror, Contractor, consultant or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- D. If the Procurement Officer makes a determination prior to award that facts or circumstances exist giving rise or which could in the future give rise to a conflict in interest, the procurement officer may reject a bid or offer under COMAR 21.06.02.03B.
- E. After award the State may terminate the contract, in whole or in part, if it deems such termination necessary to avoid an actual or potential conflict of interest. If the Contractor knew or reasonably could have been expected to know of an actual or potential conflict of interest prior to or after award and did not disclose it or misrepresented relevant information to the Procurement Officer, the State may terminate the contract for default, institute proceedings to debar the Contractor from further State contracts or pursue such other remedies as may be permitted by law or the contract.
- F. A conflict of interest may be waived if the Procurement Officer, with approval of the agency head or designee, determines that waiver is in the best interest of the State. The determination shall state the reasons for the waiver and any controls that avoid, mitigate, or neutralize the conflict of interest.
- G. Each bidder or offeror responding to a solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of another State contract shall provide the affidavit and disclosures set forth in Subsection H of this regulation to the Procurement Officer with the bid or offer and such other times as may be required by the Procurement Officer.

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B. "Person" has the meaning stated in COMAR 21.01.02.01B (64) and includes a bidder, offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C. The bidder or offeror warrants that, except as disclosed in D below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explains in detail--attach sheets if necessary):

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

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

Date: _____ By: _____
(Authorized Representative and Affiant)

**AFFIDAVIT
CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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 contractor for which I am acting.

B. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned bidder or offeror certifies that, in accordance with State Finance & Procurement Article, §17-705:

(i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and

(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

(2) The undersigned bidder or offeror is unable to make the above certification regarding its investment activities in Iran due to the following activities:

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: _____

CONTRACT AFFIDAVIT

1) 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:

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

NAME: _____

ADDRESS: _____

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

2) 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/Bid Affidavit dated ____-____, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____ **BY:** _____
(Authorized Representative and Affiant)

Typed Name of Witness _____

SAMPLE CONTRACT

**COPPIN STATE UNIVERSITY
2500 W. NORTH AVENUE
BALTIMORE, MD 21216-3698**

CONTRACT BETWEEN

COPPIN STATE UNIVERSITY
AND
(CONTRACTOR)

This Contract, made as of the ___ day of _____ between Coppin State University, 2500 West North Avenue, Baltimore, Maryland 21216, a constituent institution of the University System of Maryland (USM), an agency of the State of Maryland, herein after referred as the "University" AND _____ hereafter referred as the "Contractor". The parties hereby agree as follows:

- Terms of Contract

The period for this contract will be from _____ through _____

- Scope of Work

In accordance with the terms and conditions set forth herein, unless otherwise noted in writing and agreed to by both parties, The Contractor will _____. The Contractor's obligations and duties under this Contract shall include, but are not limited to the terms, conditions, and specifications contained in IFB/RFP/ RFP No. _____ and any amendments, addenda, or changes thereto as well as the Contractor's bid dated _____ submitted in response to the aforementioned IFB/RFP and any amendments, or changes agreed to. These obligations and duties are subject to the unilateral right of the University to order, in writing, any changes in the work within the scope of the Contract.

- Compensation and Method of Payment

1. As compensation for satisfactory performance of work described in paragraph 1, above, the University will pay the Contractor the sum of _____ USD).
2. Payments to the Contractor pursuant to this Contract shall be made through the Accounts Payable Office at Coppin State University and will be processed in keeping with established procedures for payment of contractual services as stated in term 4, Payment of University Obligations.

(c) The Contractor shall be paid only for items or services that are specifically named in this Contract. There will be no additional costs for items or services that will be paid by the University, without the University's prior express written consent.

4. Payment of University Obligations

Payments to Contractor pursuant to this Contract shall be made no later than 30 days after receipt of a properly itemized invoice from Contractor by University's Department of Accounts Payable. Charges for later payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated code of Maryland, are prohibited.

5. Contractor's Invoices

Contractor agrees to include on the face of all invoices billed to the State, its Federal Tax Identification or Social Security Number.

6. Indemnity and Insurance

The Contractor shall indemnify and save and keep harmless the University, University System and the State against or all loss, cost, damage, claim, expense, or liability whatsoever, if any there be, because of accident or injury to persons or property of other occurring in connection with the operations under the contract. The Contractor shall secure, pay the premiums for, and keep in force at all times during the terms of this contract until the expiration of this Contract and any renewal thereof, adequate insurance as provided below, such insurance to specifically include the liability assumed by the Contractor under this Contract.

- a. Workmen's Compensation Insurance as required by the laws of the State;
- b. Owner's, landlord's, tenant's and Contractor's employee's, agent's liability insurance, with limits for each occurrence of not less than one million dollars (\$1,000,000.00) with respect to personal injury, death or property damage. The insurance company or companies shall be licensed to do business in the State of Maryland.
- c. If automotive equipment is used in the operation, automobile bodily injury liability insurance with limits of not less than \$50,000 for each person and \$100,000 for each accident, and property damage liability insurance, with a limit of not less than \$45,000 for each accident.

All policies for liability protection bodily injury or property damage shall include the University as an additional insured as respects operations under the Contract and premises occupied by the Contractor, provided, however, with respect to the Contractor's liability for bodily injury or property damage under (b) and (c) above, such insurance shall cover and not exclude, Contractor's liability for injury to the property of the University and to the persons or property of employees, students, inmates, visitors, faculty members, agents, officers, regents, invites or guests of the University. Each policy of insurance shall contain the following endorsement. "It is understood and agreed that the Contractor's Insurance Company shall notify in writing the Procurement Officer at Coppin State University, thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy." A certificate of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company shall be furnished to the University. A certificate of insurance for workmen's compensation together with a properly executed endorsement for cancellation notice shall also be furnished. The above policies and certificate shall be delivered to the Procurement Officer at Coppin State University within fifteen (15) days following the date of notice of Contract award. The insurance companies providing the above coverage shall be subject to approval by the University. Contractor(s) and their insurance companies shall be prepared to increase the coverage if required by the laws of the State. Notices of policy changes shall be furnished to the Procurement Officer at Coppin State University and the Vice President for Administration & Finance.

Mr. Stephen Danik
Vice President for Administration and Finance
Coppin State University
2500 W. North Avenue
Baltimore, MD 21216

7. Contract Modifications

CSU may at any time, by written order, make changes within the general scope of this Contract, including but not limited to changes (i) in specifications; (ii) in the method, quantity, or manner of performance of the work; (iii) in any University-furnished facilities, equipment, materials, services, or site; or (iv) directing acceleration in the performance of this work.

The personnel assigned to the performance of the work are considered an integral facet of the performance of this contract. Contractor may not substitute personnel assigned to the contract as specified in Contractor's proposal without the prior written consent of CSU.

8. Delays and Extension of Time

Contractor agrees to perform the work continuously and diligently, and no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the work specified in 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 Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State of Maryland in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising

from unforeseeable causes beyond the control and without the fault or negligence of either Contractor or its subcontractors or suppliers.

9. Independent Contractor

It is understood and agreed that the Contractor is an independent contractor of CSU, and not an employee. CSU will not withhold income taxes, social security, or any other sums from the payments made to the Contractor hereunder. If the Contractor employs additional persons in the performance of the Contract, those persons shall in no way be considered employees of the University, but rather they shall be employees or contractors of the Contractor, and the Contractor bears full responsibility for compensating those persons. The Contractor shall in no way hold herself out to any third person(s) as an agent of CSU.

10. 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 employed by or be an employee of Contractor.

11. Suspension of Work

CSU unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of times as it may determine to be appropriate for the convenience of CSU.

12. Site Investigation

The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the University, as well as from information presented by the drawings and specifications made a part of this contract. Any failure by the Contractor to acquaint himself with the available information may not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The University assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the University."

13. Differing Site Conditions

- (1). The Contractor shall promptly, and before such conditions are disturbed, notify the procurement officer in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract. The procurement officer shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.
- (2). No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (1) above; provided, however, the time prescribed therefore may be extended by the University. (3) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract."

14. Disputes

This contract shall be subject to the USM 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.

15. 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 the 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.

16. 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 the USM Procurement Policies and Procedures.

17. Retention of Records

The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by CSU hereunder or any applicable statutes of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the procurement officer or his designee, at all reasonable times.

18. General Terms

18.1 This Contract shall be governed by the laws of the State of Maryland without reference to conflict of law principles. All legal actions must be brought in the courts in the State of Maryland or in the U.S District Court for the District of Maryland. Contractor consents to the jurisdiction of said courts.

18.2 All terms and conditions of CSU's Invitation for Bids, Request for Proposals and any amendments thereto (hereinafter "CSU's Request for Bids/Proposals") attached hereto, if applicable, are made a part of this Contract. This Contract, the University's purchase order attached hereto and made a part hereof, embody the entire understanding of the parties and shall supersede all previous communications, representations, and/or understandings, either written or verbal, between parties, relating to the subject matter hereof.

18.3 It is mutually agreed that Contractor's bid is supplemental and subordinated to CSU Contractor Contract. The terms and conditions of this CSU Contractor Contract and the rights, privileges, duties, and obligations arising pursuant thereto shall in the event of conflict and at all other times and in all events and situations be controlling. This Contract shall not be deemed or construed to be modified, amended, extended, rescinded, canceled, or waived in whole, or in part, except by written amendment of the parties hereto.

18.4 This Contract may not be assigned or otherwise transferred by Contractor.

18.5 In the event that any of the terms of this Contract is or becomes or is declared to be invalid or void by any court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed severed from this Contract, and all the remaining terms of this Contract shall remain in full force and effect.

18.6 No action, regardless of form, arising out of this Contract may be brought by either party more than one (1) year after the cause of action has arisen.

18.7 No waiver by either party of any breach of any provision of this Contract shall constitute a waiver of any other breach of that or any other provision of this Contract.

18.8 Any proposal or terms in addition to or different from those set forth in this purchase order or any attempt by the Contractor to vary any of the terms of this offer by Contractor's acceptance shall not operate as a rejection of this offer, unless such variance is in the terms of the description, quantity, price or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Contractor without the additional or different terms. If this Contract is an acceptance of a prior offer by the Contractor, the acceptance is expressly conditioned upon Contractor's assent to any additional or different terms contained herein. The Contractor understands and agrees that the terms and conditions of this Contract may not be waived.

19. Notices

Notices under this Contract will be written and will be considered effective upon personal delivery to the person addressed or five calendar days after deposit in any U.S. mailbox, first class (registered or certified) and addressed to the other party as follows:

For Coppin State University:

Stephen R. Danik
Vice President for Administration & Finance
Coppin State University
2500 W. North Avenue
Baltimore, MD 21216

And:

Mr. Thomas Dawson
Associate Vice President for Procurement and Business Services
Coppin State University
2500 W. North Avenue
Baltimore, MD 21216

For the Contractor:

20. Compliance with Laws
The Contractor hereby represents and warrants that:
- a. Contractor is qualified to do business in the State of Maryland and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified;
 - b. Contractor is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
 - c. Contractor shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
 - d. Contractor shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations; under this Contract.
21. Specifications
All materials, equipment, supplies or services shall conform to federal and state laws and regulations and to the specifications contained in the bid/proposal solicitation, if applicable.
22. Delivery and Acceptance
Delivery shall be made in accordance with the solicitation specifications/quotation if applicable. CSU, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. CSU unilaterally may order in writing the suspension, delay, or interruption performance hereunder. CSU reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met.
23. 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, 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 provisions 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.
24. Financial Disclosure
The Contractor shall comply with State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate \$100,000 or more during a calendar year shall, within thirty (30) days of the time when the \$100,000 is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business. Proof of such filing is to be provided to CSU upon request.
25. Political Contribution Disclosure
The Contractor shall comply with the provisions of Article 33, Sections 30-1 through 30-4, Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland or a political subdivision of the State, including its agencies, during a calendar year under which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State or its agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
26. Anti-Bribery
The Contractor warrants that neither it nor any officer, director of partner, nor any employee involved in obtaining contracts or performing with the State, or any subdivision of the State has been convicted of bribery, attempted bribery or conspiracy to bribe, nor has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.
27. Registration
Pursuant to §7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston, St., Baltimore, Maryland, 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation. Contractor warrants that she has complied with registration requirement.
28. Contingent Fees

The Contractor 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, 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.

29. EPA Compliance

Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

30. Occupational Safety and Health Act (O.S.H.A.)

All materials, supplies, equipment, or services supplied as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

31. Multi-Year Contract

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance in any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled 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 CSU'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 CSU from further 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. CSU 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.

32. Intellectual Property

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

33. Pre-existing Regulations

The regulations set forth in the University System of Maryland's (USM) Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.

34. Indemnification

CSU shall not assume any obligation 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 agreement.

35. Drug and Alcohol Free Work Place

The Contractor warrants that it shall comply with the University System of Maryland's (USM) Procurement Policies and Procedures, and that the Contractor shall remain in compliance throughout the term of this Contract.

36. Tax Exemption

The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. Exemption certificates shall be completed 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, the Contractor shall pay the Maryland sales tax, and the exemption does not apply.

37. Cost and Price Certification

a. The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

- A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the procurement officer; or
- A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the procurement officer.

b. 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.

38. Truth-in-Negotiation Certification

The Contractor by submitting cost or price information, including wage rates or other factual 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 of the items of compensation were increased due to the furnishing of inaccurate, incomplete or non-current wage rates or other units of costs, CSU 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. CSU'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 non-current wage rates and other factual costs.

39. **Mandated Contractor Reporting of Suspected Child Abuse and Neglect**

Maryland law contains mandatory reporting requirements for all individuals who suspect child abuse or neglect. Contractors performing work on campus also must comply with USM Board of Regents (BOR) VI-1.50 – Policy on the Reporting of Suspected Child Abuse & Neglect, as well as the University Procedures for Reporting Suspected Child Abuse and Neglect. The above-referenced USM/University Policy and Procedures are available in full at the following link: <http://www.usmh.usmd.edu/regents/bylaws/SectionVI/> and are incorporated herein. The University reserves the right to terminate the contract if Contractor fails to comply with the above-referenced

IN WITNESS WHEREOF, the authorized officers of the respective parties have hereunto set their hands and the seals of the parties.

COPPIN STATE UNIVERSITY

By: _____
(Signature)

(Signature)

Name: _____
(Typed or Printed)

Name: _____
(Typed or Printed)

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

Telephone: _____

Fax No.: _____

Note: To the extent that the terms and conditions of the purchase order and the Contractor contract conflict the purchase order terms and conditions supersede the Contractor contract terms and conditions.