

**BOWIE STATE UNIVERSITY  
BOWIE, MARYLAND 20715**



**RFP #BSU 2023-02**

**REQUEST FOR PROPOSALS**

**FOR**

**BOWIE STATE UNIVERSITY BRAND MARKETING  
SERVICES**

**WARNING:**

Contractors who have received this document from a source other than the Issuing Officer should immediately contact the Issuing Officer and provide their name, e-mail, and mailing address in order that Addendums or Amendments to the RFP or other communications can be sent to them. Any prospective Proposer who fails to notify the Issuing Officer with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Officer prior to the closing date.

**Date Issued:** September 21, 2022

BOWIE STATE UNIVERSITY  
14000 Jericho Park Road  
Bowie, Maryland 20715  
[www.bowiestate.edu](http://www.bowiestate.edu)

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## **SECTION I**

### **PROCUREMENT OBJECTIVE**

## SECTION I. PROCUREMENT OBJECTIVE

### A. Summary Statement

The overall purpose of this Request for Proposals (RFP) is to provide information to vendors interested in preparing and submitting Proposals to meet the requirements and specifications of the services described herein. By submitting a Proposal in response to this RFP the firm accepts all terms and conditions set forth in this RFP. The University reserves the right to reject any and all Proposals, in whole or in part, if a Proposer takes exception to any of the terms, conditions, and/or specifications contained in this RFP;

### B. Proposal Transmittal

Vendors shall prepare on business stationery a brief transmittal letter that accompanies the Proposal. An individual authorized to bind the firm to all statements including services and fees contained in the Proposal should sign the letter. Transmittal letters shall be addressed to:

Steven A. Jost  
Director of Procurement  
Bowie State University  
Procurement Department  
Facilities Building, Room #102  
Bowie, Maryland 20715

### C. Issuing Office

Bowie State University  
Procurement Department  
Facilities Building, Room #102  
Bowie, Maryland 20715

Procurement Officer:  
Steven A. Jost  
Telephone Number: (301) 860-4212  
FAX Number: (301) 860-4209  
E-mail: [sjost@bowiestate.edu](mailto:sjost@bowiestate.edu)

The sole point of contact for information related to the RFP is the Issuing Office.

### D. Pre-Proposal Information

A Pre-Proposal Conference will not be held for this Request for Proposals (RFP).

### E. Questions and Inquiries

Questions and inquiries must be submitted in writing and received by the Procurement Office no later than **5:00 P.M. September 28, 2022**. The preferred method of correspondence is e-mail. A summary of all questions and answers will be distributed to all vendors receiving the RFP or who are known to the Procurement Officer to have obtained the RFP. Questions and inquiries should be directed to the Procurement Officer identified in Section C, Issuing Office, above.

## **F. Submission Deadline**

One ORIGINAL and three (3) copies of the Proposal must arrive at the Issuing Office by **3:00 P.M. on October 12, 2022** in order to be considered.

In addition, the University is requesting an electronic copy of the response to be provided on a Compact Disk (CD), or USB Flash Drive. Vendors mailing Proposals should allow sufficient mail delivery time to insure timely receipt by the Issuing Office. Proposals arriving after the closing time and date will not be considered.

## **G. Receipt of Proposals.**

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

## **H. Late Proposals, Late Withdrawals, and Late Modifications**

Any PROPOSAL received at the place designated in the solicitation after the time and date set for receipt of Proposals is late. Any request for withdrawal or request for modification received at the place designated in the solicitation after the time and date set for opening of Proposals is late.

A late PROPOSAL, late request for modification, or late request for withdrawal will not be considered.

## **I. Duration of Proposal Offer**

Offerors must state the period for which a Proposal will remain irrevocable. Price Proposals are irrevocable for one hundred twenty (120) days following the closing date for submission of the price Proposals or best and final offer, if requested. The Procurement Officer may, however, reduce or increase the period if it is determined to be in the University’s best interest, provided that the period is reasonable and is clearly stated in the Request for Proposals. Once a Proposal is accepted, all prices, terms, and conditions shall remain unchanged throughout the contract period.

## **J. Administrative**

1. Procurement Officer. The work to be accomplished under this Contract shall be performed under the direction of the Procurement Officer. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

2. Notices. All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid to the Procurement Officer identified in Section I, paragraph C. of this document.

## **SECTION II**

### **TERMS CONDITIONS AND CONTRACT CLAUSES**



## **SECTION II – TERMS CONDITIONS AND CONTRACT CLAUSES**

### **1. Amendment**

The contract documents, as defined within the contract, constitute the entire agreement between the parties hereto. All other communications between the parties prior to execution of the contract, whether written or oral, with reference to the subject matter of the contract are superseded by the agreement contained therein. No amendment of this contract shall be binding unless in writing and signed by the parties.

It is the policy of the University to post all addendums, and amendments on the Procurement website, <http://www.bowiestate.edu/about/the-presidents-cabinet/adminfin/office-of-procurement/> Contractors are encouraged to check the Procurement website periodically for any addendums or contract document revisions.

### **2. Non-Hiring of Employees**

No employee of the State of Maryland, or any department, commission, agency or branch thereof whose duties as such employee include matters relating to or affecting the subject matter of the contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State or any department, commission, agency or branch thereof.

### **3. Maryland Law Prevails**

The contract shall be governed by the laws of the State of Maryland. The parties agree that exclusive jurisdiction shall reside with the state and federal courts in the State of Maryland.

### **4. Affirmation Regarding Bribery Convictions**

The Contractor shall submit with its Proposal/Proposal a Procurement Affirmation regarding bribery convictions in the form required by University System of Maryland (USM) Procurement Policies and Procedures.

### **5. Affirmation Regarding Other Convictions**

The Contractor shall submit with its Proposal/Proposal a Procurement Affirmation regarding other convictions in the form required by USM Procurement Policies and Procedures.

### **6. Debarment Affirmation**

The Contractor shall submit with its Proposal/Proposal a Procurement Affirmation in the form required by USM Procurement Policies and Procedures.

### **7. Affirmation Regarding Debarment of Related Entities**

The Contractor shall submit with its Proposal a Procurement Affirmation regarding debarment of related entities in the form required by USM Procurement Policies and Procedures.

**8. Affirmation Regarding Sub-Contractors**

The Contractor shall submit with its Proposal a Procurement Affirmation regarding debarment of sub-contractors in the form required by USM Procurement Policies and Procedures.

**9. Non-Collusion Affirmation**

The Contractor shall submit with its Proposal a Non-Collusion Affirmation in the form required by USM Procurement Policies and Procedures.

**10. Financial Disclosure Affirmation**

The Contractor shall submit with its Proposal a Financial Disclosure Affirmation in the form required by USM Procurement Policies and Procedures.

**11. Political Contribution Disclosure Affirmation**

The Contractor shall submit with its Proposal a Political Contribution Disclosure Affirmation in the form required by USM Procurement Policies and Procedures.

**12. Drug and Alcohol Free Workplace**

The Contractor shall submit with its Proposal a certification concerning a drug and alcohol free workplace in the form required by USM Procurement Policies and Procedures.

**13. Certification of Corporation Registration and Tax Payment**

The Contractor shall submit with its Proposal a Procurement Affirmation regarding certification of corporation registration and tax payment in the form required by USM Procurement Policies and Procedures.

**14. Contingent Fees Affirmation**

The Contractor shall submit with its Proposal a Procurement Affirmation regarding contingent fees in the form required by USM Procurement Policies and Procedures.

**15. Contract Affidavit**

The successful Proposer shall submit, prior to contract award, a Contract Affidavit in the form required by USM Procurement Policies and Procedures, and as included in this solicitation document.

## **16. Disputes**

a. The contract shall be subject to the provisions of Title 15, Subtitle 2, Part III of the State Finance and Procurement Article of the Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision. Unless a lesser period is provided by applicable statute or regulation, the Contractor must file a written notice of claim with the procurement officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the contract, the Contractor must submit to the procurement officer its written claim containing the information specified in COMAR 21.10.04.02.

b. Except as may otherwise be provided in the aforesaid regulations, all disputes arising under or as a result of breach of contract which 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.

(1) A voucher, invoice or request for payment that is not in dispute when submitted is not a claim under this clause. However, where the submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may be converted to a claim for the purpose of this clause.

(2) A claim by a Contractor shall be made in writing and submitted to the procurement officer for decision. A claim by the State shall be the subject of a decision by the procurement officer.

d. When a controversy cannot be resolved by mutual agreement, the Contractor shall submit a written request for final decision to the procurement officer. The written request shall set forth all the facts surrounding the controversy.

e. In connection with any claim under this clause, the Contractor, at the discretion of the procurement officer, may be afforded an opportunity to be heard and to offer evidence in support of its claim.

f. The procurement officer shall promptly render a written decision on all claims. This decision shall be furnished to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. The procurement officer's decision shall be deemed the final action of the State. If a decision is not issued within 180 days, the procurement officer shall notify the Contractor of the time within which a decision shall be rendered and the reasons for such time extension.

g. The procurement officer's decision shall be final and conclusive unless the Contractor mails or otherwise files a written appeal with the Maryland State Board of Contract Appeals within thirty-(30) days of receipt of the decision.

## **17. Non-Discrimination**

The Contractor will comply with all applicable Federal and State laws, rules and regulations involving non-discrimination on the basis of race, color, creed, religion, national origin, age, sex, political affiliation, marital status, veteran status, condition of disability, or other non-merit

factor. In addition, Bowie State University's policies, programs, and activities comply with federal and state laws and University System of Maryland regulations prohibiting discrimination on the basis of race, color, religion, age, national origin, sex, disability, and sexual orientation. Provisions for reasonable accommodations shall be made by the Contractor for handicapped applicants and qualified handicapped individuals.

#### **18. Termination of Contract for Default**

If the Contractor fails to fulfill its obligation under the 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 on as cause for termination. All finished or unfinished services 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 the 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. The term "damages" as used in this paragraph may include attorney's fees and litigation costs. 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.

#### **19. Termination of Contract for Convenience**

The performance of work under the 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 the 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 which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

#### **20. Delays and Extensions of Time**

The Contractor agrees to prosecute 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 services specified in this contract. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the University may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Contractor provided the Contractor shall have given notice in writing of the cause of the delay within five (5) days after the delay begins. Any extension granted shall not require the consent and approval of the Contractor's bondsman or surety.

## **21. Set-Off**

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

## **22. Responsibility of Contractor**

a. The Contractor shall perform the services with that standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar to the services hereunder.

b. Notwithstanding any review, approval, acceptance or payment for the services by the University, the Contractor shall be responsible for professional and technical accuracy of its work, design drawings, specifications and other materials furnished by the Contractor under the contract.

## **23. Dissemination of Information**

a. During the term of the contract, the Contractor shall not release any information related to the services or performance of the services under the contract nor publish any final reports or documents without the prior written approval of the University.

b. The Contractor shall indemnify and hold harmless the State and the University, its Officers, Agents, and employees from all liability which may occur by reason of dissemination, publication, distribution or circulation in any manner whatsoever, of any information, data documents, or materials pertaining in any way to the contract by the Contractor, its agents or employees.

## **24. Ownership of Documents and Materials**

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

## **25. Retention of Records**

The Contractor shall retain and maintain all records and documents relating to the contract for a minimum period of three years after payment by the University of the final invoice and shall make them available for inspection and audit by the State of Maryland.

## **26. Patents, Copyrights and Trade Secrets**

a. If the Contractor furnishes any design, device, material, process or other item which is covered by a patent or copyright or which is proprietary to or a trade secret of another, Contractor shall obtain the necessary permission or license to use such item.

b. Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by Contractor infringes any patent, trademark, copyright, or trade secret. Contractor also will pay all damages and costs that by final judgment may be assessed against the State due to such infringement and all attorneys' fees and litigation expenses reasonably incurred by the State to defend against such a claim or suit. The obligations of this paragraph are in addition to those stated in paragraph c.

c. If any products furnished by Contractor become, or in Contractor's opinion are likely to become, the subject of a claim of infringement, Contractor will, at its option: (1) procure for the State the right to continue using the applicable item; (2) replace the product with a non-infringing product substantially complying with the item's specifications; or (3) modify the item so it becomes non-infringing and performs in a substantially similar manner to the original item.

## **27. 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 and owing the State of Maryland, or any department or agency 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 the contract;
- c. It shall comply with all federal, State and local laws, ordinances applicable to its activities and obligations under the contract; and;
- d. It shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any, necessary to the performance of its obligations under the contract.

## **28. Subcontracting or Assignment**

The benefits and obligations hereunder shall take effect and be binding upon the parties hereto and neither the contract nor the Services to be performed thereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of the University.

## **29. Responsibility for Claims and Liability**

The Contractor shall be responsible for all damage to life and property due to its activities or those of its agents or employees, in connection with the services required under the contract. Further, it is expressly understood that the Contractor shall indemnify and save harmless the University, its officers, agents, and employees from and against all claims, suits, judgments, expenses, actions, damages and costs of every name and description, including reasonable attorney's fees and litigation expenses arising out of or resulting from the negligent performance of the services of the Contractor under the contract.

### **30. 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 will 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 the contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

### **31. Specifications**

All materials, equipment, supplies or services shall conform to Federal and State laws and regulations and to the specifications contained in the solicitation. No asbestos, lead, or PCB-containing materials (0%) are to be utilized/installed on campus unless prior written approval has been received from the University's Department of Environmental Health & Safety (410-860-4191).

### **32. Delivery**

Delivery shall be made in accordance with the specifications. The University reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The materials listed in the specifications shall be delivered FOB the point or points specified prior to or on the date specified in the solicitation. Any material that is defective or fails to meet the terms of the specifications may 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.

### **33. Cooperation with University and State Representatives**

Before any of the work shall begin, the Contractor shall confer with the University's representative at the site and agree on a sequence of procedure, means of access to the premises, space for storage of materials and equipment, use of approaches, use of facilities, etc.

### **34. Inspection by the University**

The University may provide for inspection, at any time, of any part of the Contractor's work, and of any of the materials, supplies or equipment which the Contractor may have on hand or in the building. The Contractor shall provide adequate cooperation with any inspector assigned by the University to permit the inspector to determine the Contractor's conformity with these specifications and the adequacy of the work being performed.

### **35. Local Conditions Covering Work**

The Contractor shall cooperate with those in authority on the premises to prevent the entrance and exit of all workmen and/or others whose presence is for PROPOSALden or undesirable and

in bringing, storing or removal of all materials and equipment, to observe all rules and regulations in force on the grounds, to avoid unnecessary dust or accumulated debris or the undue interference with the convenience, sanitation or routine of the University and to prevent the loss of, or damage to the property of the University and/or its employees. The Contractor shall repair any and all damage he may cause to the building or property, to the full satisfaction of the University.

**36. Responsibility for Damage**

a. The Contractor shall repair and restore to its original condition any equipment, materials or surfaces damaged by its operations.

b. The Contractor shall be entirely responsible for any loss or damage to its own materials, supplies, and equipment, and to the personal property of its employees while they are in the building.

c. The Contractor shall be solely responsible for any damage to the building or its contents for any loss or damage to any property belonging to the University or the University employees when such loss or damage may be attributable to their actions or negligence or the actions or negligence of their employees.

**37. Contractor's On-Site Representative**

The Contractor is required to maintain on site at all times when the work is in progress on this project an individual who represents the Contractor, is responsible for the entire project, and can communicate in English with the University's representative.

**38. Suspension of Work**

The procurement officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the University.

**39. Payment of State Obligations**

Payments to the Contractor pursuant to this contract shall be made no later than 30 days after the University's receipt of a proper invoice from the Contractor. Charges of 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.

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



b. A change order or contract modification, expected to exceed \$100,000 or a smaller amount set by the procurement officer.

c. The price under this contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

#### **41. Intellectual Property**

Contractor agrees to indemnify and save harmless the University, 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 the contract.

#### **42. Civil Rights Act of 1964**

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

#### **43. Termination of Multi-Year Contracts**

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

#### **44. Contract Changes**

a. The procurement officer unilaterally may, at any time, without notice to the sureties, if any, by written order designed or indicated to be a change order, make any change in 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., 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 State is responsible, the equitable adjustment shall include any increased costs reasonable 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 a. above or the furnishing or written notice under b. 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 b. 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 the contract.

#### **45. Affirmative Action**

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

#### **46. Conflict of Interest 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, child, brother, or sister has a

financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee, or agent has previously complied with the provisions of State Government Article § § 15-501 et seq. of the Annotated Code of Maryland.

#### **47. Compensation and Method of Payment**

Contractor agrees to include on the face of all invoices billed to the University, its Taxpayer Identification Number, which is the Social Security Number for individuals and sale proprietors and the Federal Employee Identification Number for all other types of organizations.

#### **48. Use of Contractor's Forms Not Binding on State**

a. Except as provided in b., the use or execution by the State of any forms, orders, agreements, or other documents of any kind, other than the contract documents, used pursuant to or in the administration of any contract awarded by the State to Contractor, shall not bind the State to any of the terms and conditions contained therein except those provisions:

- (1) generally describing, for the purposes of ordering: Equipment or services to be provided, locations, quantities, delivery or installation dates, and, to the extent consistent with the contract documents, prices; and
- (2) not otherwise inconsistent with the contract documents.

b. Any such form, order, agreement or other document shall not vary, modify, or amend the terms and provisions of the contract documents, notwithstanding any provision to the contrary in such document, unless all of the following conditions are met:

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

#### **49. Indemnification**

The University 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.

#### **50. EPA Compliance**

Materials, supplies, equipment and services shall comply in all respects with the federal Noise Control Act of 1972, where applicable. Power equipment, to the greatest extent possible, shall be the quietest available. Equipment certified by the US EPA as a Low Noise Emission Product

pursuant to the Federal Noise Control Act of 1972 shall be considered to meet the intent of the regulation.

The Contractor must supply and have immediately available to their employees spill containment equipment/supplies necessary to contain any hazards it may introduce to the job site. The Contractor is responsible for any and all costs incurred by the University in remediating spills or releases of materials introduced onto the job site.

Depending on the nature of the contract, the additional environmental and safety provisions contained in Exhibit A-1 may also be required.

## **51. Insurance and Indemnification Provisions**

a. The Contractor shall defend, indemnify and save harmless the University System of Maryland, its officers, employees and agents, from any and all claims, liability, losses and causes of actions which may arise out of the performance by the Contractor, employees or agents, of the work covered by the contract.

b. The Contractor shall secure, pay the premiums for, and keep in force until the expirations of the contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under the contract.

(1) Commercial General Liability Insurance including all extensions –

\$2,000,000 each occurrence;

\$2,000,000 personal injury;

\$2,000,000 products/completed operations;

\$2,000,000 general aggregate

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

(3) Owner's, Landlord's and Tenant's and Contractor's bodily injury liability insurance, with limits of not less than \$500,000 for each person and \$2,000,000 for each accident.

(4) Property Damage liability insurance with a limit of not less than \$2,000,000 for each accident.

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

(6) Food products liability insurance, if not included in the Comprehensive, with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident.

c. Each policy for liability protection, bodily injury or property damage must specifically name, on its face, the University System of Maryland as an additional named 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 items b(1)-b(6) above, such insurance shall cover and not exclude Contractor's liability for injury to the property of the University System and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees or guests of the University System.

d. Each insurance policy shall contain the following endorsements: "It is understood and agreed that the Insurance Company shall notify in writing procurement officer forty-five (45) days in advance of the effective date of any reduction in or cancellation of this policy." A certificate of each policy of insurance shall be furnished to the procurement officer. With the exception of Workmen's Compensation, upon the request of the procurement officer, a certified true copy of each policy of insurance, including the above endorsement, manually countersigned by an authorized representative of the insurance company, shall be furnished to the procurement officer. A certificate of insurance for Workmen's Compensation together with a properly executed endorsement for cancellation notice shall also be furnished. Following the notice of contract award, the requested certificates and policies shall be delivered as directed by the procurement officer. Notices of policy changes shall be furnished to the procurement officer.

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

## **52. Prohibition Against Shifting Maryland Income to Out-of-State Affiliates**

Contractor may not, for any period during the contract term, seek to reduce the amount of Contractor's income subject to Maryland income tax by payments made to an affiliated entity or an affiliate's agent for the right to use trademarks, trade names, or other intangible property associated with Contractor. Contractor agrees that during the course of the contract it shall not make any such royalty or similar payments to any affiliated company; and if any such royalty or similar payments are made, Contractor and the affiliated company shall file separate Maryland income tax, under a formula that reasonably apportions the income of the affiliated company among the states, including Maryland, in which the Contractor does business. Contractor agrees that it is authorized to bind its affiliated entities to the terms hereof.

## **53. Software Contracts:**

As specifically provided by § 21-104, Commercial Law Article, Annotated Code of Maryland, 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.

Contractor 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 Contractor.

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

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 personal 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 the agreement.

#### **55. I-9 Requirement**

Contractor warrants and represents that it is currently in compliance, and that during the term of the 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.

#### **56. Mandated Contractor Reporting of Suspected Child Abuse & 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 are incorporated herein. The University reserves the right to terminate the contract if Contractor fails to comply with the above-referenced policy or procedures, or if, in the judgment of the University, termination is necessary to protect the safety and welfare of children who come into contact with the University community.

#### **57. Truth-In-Negotiation Certification**

The Contractor by submitting cost or price information, including wage rates or other actual unit costs, certifies to the best of its knowledge, information and belief, that:

a. The wage rates and other factual unit costs supporting the firm's compensation, as set forth in the Proposal, are accurate, complete and current as of the contract date;

b. If any of the items of compensation were increased due to the furnishing of inaccurate, incomplete or non-current wage rates or other units of costs, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the

price was increased because of the defective data. The University's right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and

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

## **58. 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.

## **59. Applicability of Federal Laws**

If Federal contract and/or grant funds are utilized in any manner in the performance of this contract, then the University reserves the right to bind Contractor to all applicable clauses of the Federal Acquisition Regulation (FAR) and other FAR supplements, as well as all applicable provisions of the Office of Management and Budget (OMB) Circular A-110. Contractor agrees to promptly complete and return to the University any related forms and/or affidavits as may be required.

## **60. Protests and Claims**

Any protest regarding the award of this contract or claim arising out of this contract shall be administered in accordance with the University System of Maryland Procurement Policies and Procedures, Section X - Protests and Claims.

## **61. Emaryland Marketplace Advantage**

All vendors interested in conducting business with the University of Maryland must register at: <https://procurement.maryland.gov/>

Registration is free. Emaryland Marketplace Advantage is the State of Maryland's Internet-based procurement system. Registered vendors can access PROPOSAL solicitations and receive email notification when new solicitations are posted.

## **62. Non-Visual Access**

The Proposer or Offeror warrants that the information technology offered under this PROPOSAL or Proposal (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The Proposer or Offeror further warrants that the costs, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 5 percent.

For purposes of this section, the phrase “equivalent access” means that the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

### **63. Eligibility to Purchase**

By submitting a Proposal, Contractor agrees to extend the proposed price structure and discounts to all University System of Maryland campuses and facilities, any public body/Agency, public or private health or educational institution or any University related foundation with the understanding that such utilization is in accord with the public body/Agency, public or private health or educational institution’s policies and procedures.

### **64. FERPA (Family Education Rights and Privacy Act)**

1. In the course of providing services during the term of the contract, Vendor may have access to student "education records" that are subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, *et seq.* and its implementing regulations. FERPA controls the release of, access to and use of "education records." To the extent Vendor has access to “education records” under this contract, it is deemed a “school official,” as those terms are defined under FERPA. Vendor agrees that it shall not use education records for any purpose other than in the performance of this contract. Vendor shall not disclose or share education records with any third party unless permitted by the terms of the contract or other applicable law. If subcontractors to Vendor have a need to access education records, Vendor shall require them to agree to maintain the confidentiality of education records to the same extent required of Vendor under this contract.

2. In the event any third party seeks access to education records, pursuant to FERPA or other relevant Federal or State laws or regulations, Vendor will immediately provide University with written notice of the request, unless prohibited by law or judicial and/or administrative order. Vendor shall not provide direct access to requested education records and shall not respond to such requests. University shall have sole responsibility to respond to third party requests Vendor receives for education records. Vendor shall retrieve such education records upon receipt of and in accordance with written directions from University and shall only provide requested records to University. Should Vendor receive a court order or lawfully issued subpoena seeking the release of education records, Vendor shall immediately forward such order or subpoena to University prior to releasing the requested records, if allowed by law or judicial and/or administrative order.

3. If Vendor experiences a security breach involving any education record, it will immediately give written notice to the University of the nature and scope of the breach and describe what steps it has already taken and will continue to take to limit and mitigate the security breach to the extent possible. The parties agree that if Vendor breaches any obligation under FERPA, the University may, in its sole discretion, cancel this contract and remove Vendor from consideration for future awards for a period of not less than five (5) years. Vendor hereby indemnifies and holds harmless University from and against any losses, claims, damages, liabilities and related expenses, including attorneys' fees and the cost to notify affected persons, incurred by University as a result of Vendor's violation of its FERPA obligations and security breaches that result in unauthorized access to education records.

### **65. Protection of University Data**

All data residing on or flowing through servers used by or in the conduct of, the effort described in the



Scope of Work, shall remain the property of University and shall be considered confidential or proprietary, as defined in section 2.0 below.

1.0 University Data: University will provide Contractor access to University Data subject to the following terms and conditions:

1.1 University grants Contractor a nonexclusive, nontransferable right and license to access and use University Data solely to fulfill its obligations with respect to implementation and conduct of the scope of work herein defined.

1.2 The license granted to Contractor does not grant Contractor any rights to copy, distribute, transfer, license, or sell University Data to any third parties or to use University Data for any purpose not directly related to this Contract.

1.3 Contractor agrees to limit access to University Data to those of its officers, agents and/or employees who are assigned to work on this Contract and who require access to University Data in order to fulfill Contractor's obligations hereunder.

1.4 Under no circumstances will Contractor disclose University Data, in whole or in part, to any person or entity except as authorized under this Contract.

1.5 Contractor acknowledges that University Data may include personally identifiable information that qualifies as "Education Records" as that term is defined under the Family Education Rights and Privacy Act as implemented by the Policy On Confidentiality And Disclosure Of Student Records (III-6.30: Approved by the Board of Regents, January 11, 1990) and University of Maryland Policy and Procedures on the Disclosure of Student Educational Records (III-6.30(A): Pres. 1991, 1996, 1997, III-6.30A), as amended from time to time, and available on line respectively at <http://www.usmh.usmd.edu/Leadership/BoardOfRegents/Bylaws/SectionIII/III630.html> and <http://www.inform.umd.edu/CampusInfo/Departments/PRES/policies/iii630a.html> incorporated as part of this agreement, and that Contractor shall be considered a School Official under those policies and shall comply fully with them, including not using University Data for any purpose other than to provide the contracted for services.

1.6 Contractor shall fully and promptly comply with regulations that may be promulgated by the State or Federal governments concerning the privacy of University Data that Contractor uses and accesses pursuant to this Contract.

1.7 Contractor shall notify University of any breach in the security of University Data immediately upon becoming aware of such breach. Notice shall be issued simultaneously to the University Program Manager and University Procurement Officer, in writing, and shall describe the date, nature and scope of the breach, the causes of the breach, and all steps Contractor has taken as of the date of the notice to remedy the breach. Contractor will use its best efforts and cooperate fully with University to respond to any such breach.

1.8 University Data is deemed to be Confidential and Proprietary Information for purposes of Section 1.0.

2.0 Confidential Information

2.1 Definition. Confidential Information means University Data and other information, whether in written, oral, graphic, electronic or physical form, including but not limited to scientific knowledge, know-how, processes, inventions, techniques, formulae, data, plans, and business practices, that are not generally known to the public and that, if tangible, is clearly marked by the disclosing party as Confidential Information at the time of disclosure and which, if oral, is summarized and identified in a writing as Confidential Information that is submitted to the receiving party within ten (10) days of initial disclosure.

2.2 Exclusions. Confidential Information does not include information that:

2.2.1 is developed by a receiving party independently and without the benefit of Confidential Information disclosed by the disclosing party;

2.2.2 a receiving party lawfully obtains from a third party without restriction;

2.2.3 is or becomes publicly available through no wrongful act of a receiving

party;

2.2.4 is known to the receiving party prior to receipt from the disclosing party;

2.2.5 a receiving party is obligated to produce to comply with applicable laws or regulations, including the Maryland Public Information Act (Act), or pursuant to an order of a court of competent jurisdiction or a valid administrative or congressional subpoena, provided the party receiving such order notifies the disclosing party prior to such disclosure so it may take appropriate action; provided however that Contractor shall forward all requests it may receive under the Act to the University for its response.

2.3 Obligations. In addition to the obligations of Contractor with respect to University Data under section 1 above, a receiving party shall use reasonable efforts to protect the confidentiality of Confidential Information it receives under this Contract, specifically, a receiving party will disclose Confidential Information it receives to only to those of its officers, agents and employees who are working on this Contract and have a need to know. A receiving party shall obtain the agreement of those to whom Confidential Information is disclosed to a Proposal by the obligations set forth in this section. The receiving party will not disclose Confidential Information to any third parties without the prior written approval of the disclosing party. The obligations of confidentiality with respect to Product Deliverables and University Data shall remain in effect until they lose their status as Confidential Information. The obligations of confidentiality with respect to all other Confidential Information received under this Contract shall expire three (3) years after the expiration of the Term.

**SECTION III**

**INSTRUCTIONS CONDITIONS AND NOTICES**

## **SECTION III: INSTRUCTIONS CONDITIONS AND NOTICES**

### **1. ADDENDUMS AND AMENDMENTS TO THE RFP**

If it becomes necessary to revise any part of this RFP, notice of the revision will be given in the form of an addendum or amendment. All addendums and amendments shall become a part of this RFP. Each Contractor must acknowledge receipt of addendums and amendments, and the failure of a Contractor to acknowledge any addendums and amendments shall not relieve the Contractor of the responsibility for complying with the terms thereof.

It is the policy of the University to post all addendums, and amendments on the Procurement website, <https://www.bowiestate.edu/about/administration-and-governance/division-of-administration-and-finance/office-of-procurement/>. Contractors are encouraged to check the Procurement website periodically for any addendums or contract document revisions.

### **2. ALTERNATE PROPOSALS**

Alternate Proposals shall not be allowed or accepted, nor will they be considered, for this solicitation.

### **3. MULTIPLE PROPOSALS**

Multiple Proposals from a single vendor shall not be allowed or accepted, nor will they be considered, for this solicitation.

### **4. ECONOMY OF PREPARATION**

Each Proposer should be prepared simply and economically, providing a straightforward, concise description of the Contractor's offer and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content. Responses to the priority requirements should be made within the boundaries of the matrix as outlined in Part I, Section C, 3.0.

### **5. UNABLE TO PROPOSE**

If Contractor is unable or unwilling to submit a PROPOSAL in response to the requirements, Contractor must indicate such in writing to the Procurement Officer on or before the Proposal due date. Hard copy, facsimile and electronic mail are acceptable. Please include a brief explanation of the rationale for non-submission of a PROPOSAL.

### **6. PUBLIC INFORMATION ACT NOTICE**

Contractors shall specifically identify those portions of their Proposals that they deem to contain confidential, proprietary information or trade secrets and shall provide specific justification, with respect to each separate portion identified, 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.

In order for such claims of confidentiality to be considered, Contractors must clearly identify and provide individual justification for each and every section that is claimed to contain confidential, proprietary

information or trade secrets. It is **NOT** sufficient to preface your Proposal with a proprietary statement, or to use a page header or footer that arbitrarily marks some or all pages as confidential. General claims of confidentiality or similar blanket designations shall not be effective.

## **7. SOLICITATION, PROPOSAL ACCEPTANCE, AWARD AND DISCUSSIONS**

This Proposal creates no obligation on the part of the University to award a contract or to compensate Contractors for Proposal preparation expenses. The University reserves the unilateral right to cancel this solicitation at any time and to accept or reject any and all Proposals, in whole or in part, received in response to this RFP; the unilateral right to award a contract in whole or in part; to award a contract to one Contractor; to waive or permit cure of minor irregularities; and to conduct discussions with Contractors in any manner necessary to serve the best interest of the University.

Discussions may be conducted with those Contractors who submit Proposals initially judged by the Procurement Officer to be reasonably susceptible of being selected for award. However, the University reserves the right to award a contract based upon the Proposals received without further discussions.

## **8. EVIDENCE OF RESPONSIBILITY**

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

## **9. ELECTRONIC FUNDS TRANSFER (EFT)**

By submitting a response to this solicitation, the Contractor agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. The selected Contractor shall register using the COT/GAD X-10 Vendor Electronic Funds Registration Request Form, which may be found on the following website:  
[http://compnet.comp.state.md.us/General\\_Accounting\\_Division/Vendors/Electronic\\_Funds\\_Transfer/](http://compnet.comp.state.md.us/General_Accounting_Division/Vendors/Electronic_Funds_Transfer/)

Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

See Payment of University Obligations clause in PART II, Contract Clauses, Section I for additional information.

## **10. FORMATION OF AGREEMENT/CONTRACT WITH SUCCESSFUL CONTRACTOR**

Bowie State University will incorporate this RFP, the successful Offeror's response and any addendums or amendments through the issuance of a purchase order to encompass the entire agreement.

Bowie State University will not sign any vendor contracts or supplemental agreements. Any vendor that insists upon the University signing such agreements will have their PROPOSAL deemed non-responsive and thereby rejected.

This Contract shall also include any other forms or documents deemed necessary by the Procurement Officer.

This RFP and any resulting contract shall be governed by the University System of Maryland Procurement Policies and Procedures, and the Bowie State University Procurement Policies and Procedures.

### **11. DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

A debriefing of an unsuccessful Proposer shall be conducted upon written request submitted to the Procurement Officer within ten (10) days of the date on which the proposer knew, or should have known, its Proposal was unsuccessful. The debriefing shall be limited to a discussion of the Proposer's unsuccessful PROPOSAL. The debriefing will be oral and shall provide information on areas in which the Proposal was deemed weak or insufficient. The debriefing may NOT include discussion of a competing Contractor's Proposal or discussion, thoughts, notes or ranking from an individual evaluation committee member. A summarization of the procurement officer's rationale for the selection may be given. Debriefings shall be conducted at the earliest feasible time.

### **12. CONTRACT IMPLEMENTATION MEETING**

Contractor receiving an award under this solicitation may be required to attend a Contract Implementation Meeting and meeting to be held after contract award, as scheduled by the Procurement Officer. The location and agenda for this meeting will be communicated to the Contractor by the Procurement Officer.

### **13. NOTICE TO OFFERORS - SMALL BUSINESS RESERVE PROCUREMENT**

If this is a Small Business Reserve procurement for which award is limited to certified small business vendors, only businesses that meet the requirements set forth in State Finance and Procurement Article, §§ 14-501 - 14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award.

For the purposes of Small Business Reserve procurement, a small business is a for-profit business, other than a broker, that meets the following criteria:

- Is independently owned and operated;
  - It is not a subsidiary of another business;
  - It is not dominant in its field of operation;
- AND
- The **wholesale** operations of the business did not employ more than 50 persons, or the gross sale did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years;\*
  - The **retail** operations of the business did not employ more than 25 persons, or the gross sale of the business did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;\*
  - Its **manufacturing** operations of the business did not employ no more than 100 persons or the gross sale of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal

years;\*

- The **service** operations of the business did not employ no more than 100 persons or the gross sale of the business did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years;\* and
- The **construction** operations of the business did not employ more than 50 persons or the gross sales of the business did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years.\*
- The architectural and engineering services of the business did not employ more than 100 persons and its gross sales of the business did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years.\*

\*If a business has not existed for three years, the gross sales average is computed for the period of the business's existence. For newly formed businesses the determination will be based upon employment levels and projected gross sales.

To register in the SBR program, vendors register in eMaryland Marketplace and complete the optional SBR screens:

- eMaryland Marketplace: <https://emaryland.buyspeed.com/bs/>
- For Vendor Instructions, Quick Reference Guides and FAQs: scroll down and click on "New eMaryland Marketplace Instructions".
- To Register: Scroll down to the bottom and click "Register" button

For website technical support, call Maryland Department of General Services at 410 767-4720 or [sbadmin@dgs.state.md.us](mailto:sbadmin@dgs.state.md.us)

#### **14. ITEMS ORDERED AND DELIVERED**

The Contractor is authorized to provide only those Items/Services covered by the contract and specifically identified via orders placed by authorized individuals. If a review of orders placed by the Contractor reveals that Items/Services other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Procurement Officer as a basis to terminate the contract and/or as a basis not to award the Contractor a subsequent contract/renewal. The Procurement Officer may take such steps as are necessary to have the items returned by the University, regardless of the time between the date of delivery and discovery of the violation. In such event, the Contractor shall reimburse the University the full purchase price.

#### **15. COMMERCIAL NONDISCRIMINATION CLAUSE**

A. "As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under State Finance and Procurement Article, Title 19, Annotated Code of Maryland. As part of this compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement,

disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

B. The Contractor shall include the provision in §A of this regulation in all subcontracts to the State contract.

C. The following provision is mandatory for all State contracts: As a condition of entering into this Agreement, upon the request of the Maryland Commission on Human Relations, and only after the filing of a complaint against Contractor under State Finance and Procurement Article, Title 19, Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under State Finance and Procurement Article, Title 19, Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions."

## **16. CANCELLATION OF THE RFP**

The University may cancel this RFP, in whole or in part, or reject all Proposals submitted in response to the RFP when such action is determined to be fiscally advantageous to the University and/or the State or otherwise in the best interest of the University and/or the State.

## **17. ORAL PRESENTATIONS/DEMONSTRATIONS**

Short-listed Proposer's may be invited to provide an oral presentation and product demonstration. Information provided during this phase will be used to supplement the prior evaluation of the written technical Proposal and the final evaluation of technical capabilities will take into account both the written technical PROPOSAL and the oral presentation/product demonstrations if requested.

1.0 The University reserves the right to waive the Oral Presentation/Product Demonstration, in which case the technical evaluation will be based on the written technical PROPOSAL submittal alone. Proposers are therefore encouraged to submit the best possible PROPOSAL at each opportunity for submittal.

2.0 If the University elects to conduct Oral Presentations/Product Demonstrations, the due date and time of the oral presentation/product demonstration will be determined by the University upon evaluation completion of Technical Proposals. The actual date will be verified with the applicable Proposers at the time the presentation is requested. Refer to the Solicitation Schedule for dates to reserve in the event the University requires oral presentations/product demonstrations. Proposers are advised to set these dates aside so as to avoid a conflict.

3.0 If requested, the oral presentation/product demonstrations will be informal, as the University is not interested in a marketing presentation, rather, it will be a casual and informal format in which to view the Proposers presentations, etc.

4.0 The purpose of the oral presentation/product demonstration is as follows:



To address any clarifications on the PROPOSAL the University requires; to demonstrate how the solution meets the University's requirements and provide a forum for the Proposer to respond to questions the Evaluation Team may have on the PROPOSAL and/or the proposed Course Evaluation Solution. The University reserves the right to provide use case scenarios for the Proposer's demonstration purposes as may be desired.

5.0 The criteria and format of the demonstration will be provided with the written request to conduct an oral presentation.

6.0 The University is open to an online meeting format for the oral presentation/product demonstrations if requested.

## **18. SOLICITATION, PROPOSAL ACCEPTANCE, AWARD AND DISCUSSIONS**

This RFP creates no obligation on the part of the University to award a contract or to compensate Contractors for Proposal preparation expenses. The University reserves the unilateral right to cancel this solicitation at any time and to accept or reject any and all Proposals, in whole or in part, received in response to this RFP; the unilateral right to award a contract in whole or in part; to award a contract to one Contractor; to waive or permit cure of minor irregularities; and to conduct discussions with Contractors in any manner necessary to serve the best interest of the University.

Discussions may be conducted with those Contractors who submit Proposals initially judged by the Procurement Officer to be reasonably susceptible of being selected for award. However, the University reserves the right to award a contract based upon the Proposals received without further discussions.

## **19. ELECTRONIC FUNDS TRANSFER (EFT)**

By submitting a response to this solicitation, the Contractor agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. The selected Contractor shall register using the COT/GAD X-10 Vendor Electronic Funds Registration Request Form, which may be found on the following website:  
[http://compnet.comp.state.md.us/General\\_Accounting\\_Division/Vendors/Electronic\\_Funds\\_Transfer/](http://compnet.comp.state.md.us/General_Accounting_Division/Vendors/Electronic_Funds_Transfer/)

Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

See Payment of University Obligations clause in PART II, Contract Clauses, Section I for additional information.

## **20. PARKING**

If at any time Contractor shall be on the premises of the University of Maryland, then Contractor is responsible for acquiring a valid University of Maryland parking permit, obeying all parking regulations, and paying all fines assessed for violations of parking regulations. Contractor is responsible for ensuring this clause is included in Contractor's agreements with subcontractors.

## **21. MBE PROGRAM COMPLIANCE - LIQUIDATED DAMAGES:**

This contract requires the contractor to make good faith efforts to comply with the Minority Business Enterprise (“MBE”) Program and contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the

MBE Program and MBE contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

Therefore, upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

**A. Failure to submit Monthly Reports:**

Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$25 per day until the monthly report is submitted as required.

**B. Failure to include reporting requirements in subcontracts:**

Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$ 100 per MBE subcontractor.

**C. Failure to comply with COMAR 21.11.03.12:** terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.

**C. Failure to meet the Contractor’s total MBE participation goal and subgoal commitments:** the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

Notwithstanding the use of liquidated damages, the State reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law.

### **Contractor Assistance:**

Contractors seeking personal assistance in locating minority business enterprises or to answer questions about the MBE requirement in this solicitation are encouraged to contact:

Mr. Steven A. Jost  
MBE Liaison Officer  
Bowie State University

14000 Jericho Park Drive  
Bowie, Maryland 20715  
Telephone: (301) 860-4212  
Fax: (301) 860-4212  
E-Mail: [sjost@bowiestate.edu](mailto:sjost@bowiestate.edu)

Contractors who have questions concerning the MBE certification process, need assistance with State of Maryland MBE Directory searches, or have questions about specific vendor information, may also contact:

Maryland Department of Transportation  
Minority and Disadvantaged Business Enterprise (MBE) Program  
7201 Corporate Center  
Hanover, MD 21076  
In State: (410) 865-1269  
Toll Free: 1-800-544-6056

On-line assistance in locating minority business enterprises:

**The State of Maryland Minority Business Enterprise Directory** published by the Maryland Department of Transportation at:

[www.marylandtransportation.com](http://www.marylandtransportation.com) is updated nightly. To utilize the search feature, click on the category "MBE Program," followed by "MBE Directory"

## **22. PROPOSAL SECURITY**

- A. If the total Proposal price is \$100,000 or more, each proposer shall furnish with its price Proposal a Proposal bond issued by a surety company licensed to issue bonds in the State of Maryland. The bond must be in an amount not less than five percent (5%) of the total amount of the base Proposal plus alternate prices, and shall be in the form specified (see blank form included in Part IV).
- B. Certified checks, cash and other security set forth in USM Procurement Policies and Procedures, Appendix A, Paragraph G. - Bonds, are acceptable in lieu of Proposal bonds, and shall be submitted with the Price Proposal and be subject to the same conditions as bonds.
- C. Should the Proposer to whom the contract is awarded fail or be unable to execute the contract, for any reason, within ten (10) days after notification of award, an amount equal to the difference between the accepted price and that of the proposer to whom the award subsequently is made shall be paid to the University as liquidated damages.
- D. The Proposer to whom a contract in excess of \$100,000 is awarded also must furnish Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the contract price, including executed Change Orders, on the form provided. These Performance and Payment Bonds must be provided at the time of the signing of the contract, and prior to the start of any work.
- E. Evaluation of a PROPOSAL can take a considerable length of time. Maryland law does not permit any information regarding the evaluation to be released prior to the award.

### **23. RFP RESPONSE MATERIALS**

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

### **24. MARYLAND LIVING WAGE REQUIREMENTS**

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Attachment \_\_\_\_\_ entitled Living Wage Requirements for Maryland Service Contracts).

If the Offeror fails to submit and complete the Affidavit of Agreement, the State may determine an Offeror to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$11.30 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area.

If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$8.50 per hour.

The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation has been deemed to be a Tier 1 contract for \_\_\_\_\_ and Tier 2 for \_\_\_\_\_

#### **Living Wage Requirement for Maryland Service Contracts**

1. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more.

An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.

2. The Living Wage Law does not apply to:

(1) A **Contractor** who:

(a) has a State contract for services valued at less than \$100,000, or

(b) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.

- (2) A **Subcontractor** who:
- (a) performs work on a State contract for services valued at less than \$100,000,
  - (b) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
  - (c) performs work for a contractor not covered by the Living Wage Law as defined in B (1) (b) above, or B (3) or C below.

- (3) Service contracts for the following:
- (a) services with a Public Service Company;
  - (b) services with a nonprofit organization;
  - (c) services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement (“Unit”); or
  - (d) services between a Unit and a County or Baltimore City.

3. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.

4. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.

5. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

6. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry’s Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

7. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer’s share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee’s wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer’s share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.

8. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer’s contribution to an employee’s deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer’s contribution to an employee’s deferred compensation plan shall not lower the employee’s wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.

9. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the

Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.

10. Information pertaining to reporting obligations may be found by going to the DLLR Website <http://www.dllr.state.md.us/> and clicking on Living Wage.

## **25. LATE PAYMENT OF SUBCONTRACTORS**

1. If a contractor withholds payment of an undisputed amount to its subcontractor, the Agency, at its option and in its sole discretion, may take one or more of the following Actions:

- 1.1 Not process further payments to the contractor until payment to the subcontractor is verified
- 1.2. Suspend all or some of the contract work without affecting the Completion date(s) for the contract work;
- 1.3. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
- 1.4. Place a payment for an undisputed amount in an interest-bearing escrow account; or
- 1.5. Take other or further actions as appropriate to resolve the withheld payment.

2. An “undisputed amount” means an amount owed by a contractor to a subcontractor for which, there is no good faith dispute, including any retainage withheld, and includes an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

3. An act, failure to act, or decision of a procurement officer or a representative of the Agency, concerning a withheld payment between a contractor and subcontractor under this policy directive, may not:

- 3.1. Affect the rights of the contracting parties under any other provision of law;
- 3.2. Be used as evidence on the merits of a dispute between the Agency and the Contractor in any other proceeding; or
- 3.3. Result in liability against or prejudice the rights of the Agency.

4. The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.

5. To ensure compliance with certified MBE subcontract participation goals, the Agency may, consistent with COMAR 21.11.03.13, take the following measures:
  - a. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
    - 5.2. This verification may include, as appropriate:
      - 5.2.1. Inspecting any relevant records of the contractor;
      - 5.2.2. Inspecting the jobsite; and
      - 5.2.3. Interviewing subcontractors and workers.
      - 5.2.4. Verification shall include a review of:
        - 5.2.4.1. The contractor's monthly report listing unpaid Invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
        - 5.2.4.2. The monthly report of each certified MBE subcontractor, which lists payments received from the contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.
    - b. If the Agency determines that a contractor is in noncompliance with certified MBE participation goals, then the Agency will notify the contractor in writing of its findings, and will require the contractor to take appropriate corrective action.
      - 5.3.1. Corrective action may include, but is not limited to, Requiring The Contractor to compensate the MBE for work Performed as set forth in the MBE participation schedule.
    - c. If the Agency determines that a contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that The Agency requires then the Agency may:
      - 5.4.1. Terminate the contract;
      - 5.4.2. Refer the matter to the Office of the Attorney General for appropriate action; or
      - 5.4.3. Initiate any other specific remedy identified by the Contract including the contractual remedies required by this Directive regarding the payment of undisputed amounts.

- d. Upon completion of the contract, but before final payment or release Of retainage or both, the contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

**26. AFFIDAVITS**

- A. The Proposal Affidavit enclosed with this document (Attachment B) must be executed by each responding proposers and submitted with the price Proposal.
- B. Conflict of Interest Information/Affidavit and Disclosure enclosed with this document (Attachment C) must be executed by each responding proposers and submitted with the price Proposal.
- C. The Social Responsibility Affidavit enclosed with this document (Attachment D) must be executed by each responding proposers and submitted with the price Proposal.
- D. Certification Regarding Investment Activities in Iran enclosed with this document (Attachment E) must be executed by each responding proposers and submitted with the price Proposal.
- E. Apprenticeship Requirements for Public Work Contracts, Apprenticeship Training Fund Verification Contractor Affidavit, and Apprenticeship Training Fund Verification Subcontractor Affidavit enclosed with this document (Attachment F) must be executed by each responding proposers and submitted with the price Proposal.

**27. ARREARAGES (January 2004)**

By submitting a response to this solicitation, the proposers represents that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so during the term of the contract.

The proposer is also informed that the Comptroller (per State Finance and Procurement Article § 7-222) may not, except under the conditions specified therein, issue a warrant for payment to a person if the person owes \$50 or more to the State, a unit of the State government, or any governmental entity under the control of the State. Therefore, applications for payment submitted by a contractor and approved by the University for payment may not be processed by the Comptroller for payment to the contractor if an arrearage in excess of \$50 exists.

**28. ACCEPATANCE OF TERMS AND CONDITIONS**

By submitting a Proposal in response to this RFP, Offerors shall be deemed to have accepted all the terms, conditions, specifications and requirements set forth in this RFP.

The University reserves the right to reject any and all Proposals in the event that Offerors take exception to any of the terms, conditions, specifications, or requirements contained in this RFP.



**SECTION IV**

**SPECIFICATIONS**

## SECTION IV. SPECIFICATIONS

### A. PURPOSE

Bowie State University is seeking a full-service marketing agency to provide marketing and media buying services to strategically build greater awareness of strong academic programs and enhance the reputation of the university to strengthen market positioning for recruitment of diverse, high-quality students and support of public and private partners.

### B. UNIVERSITY BACKGROUND

Bowie State University is uniquely situated as one of the nation's oldest historically black colleges and universities—commonly called “HBCUs”—and also one of twelve University System of Maryland (USM) institutions. Steeped in a rich legacy as the first HBCU in Maryland, the university serves more than 6,300 students pursuing bachelors, masters, and doctoral degrees as well as professional certificates in the arts, humanities, natural and social sciences, education; business and computer science. The university is recognized for its strength in providing high quality, affordable educational opportunities for under-represented minorities and students who are the first in their families to attend college.

BSU empowers a diverse population of students to reach their potential by providing innovative academic programs and transformational experiences as they prepare for careers, lifelong learning and civic responsibility. BSU is an accessible and inclusive institution that aspires to be a model for academic excellence, innovation and student success.

Among its points of pride, Bowie State has nationally recognized cybersecurity programs and is designated at National Center of Academic Excellence in Cyber Defense. A Center for Natural Sciences, Mathematics and Nursing features state-of-the-art laboratories and high-fidelity nursing simulation suites. Faculty in education, computer science and natural sciences are leading a growing research enterprise with support of federal and state grants. A new Entrepreneurship Living Learning Community provides a hub for ideation, innovation and mentoring to help all students develop an entrepreneurial mindset. A Fine and Performing Arts Center, with performance spaces rivaling local professional venues, regularly welcomes the public to world-class performances. The Visual Communications and Digital Media Arts programs includes a minor in Hip Hop Media and Culture and the only Fashion Design concentration in the state of Maryland. A new Communications Arts and Humanities Building with television and radio production studios is slated to open in 2024.

The university is less than a half-hour drive from Washington, D.C., within easy reach of the state capital in Annapolis and the state's largest city, Baltimore, affording ample opportunities for partnerships with government agencies and technology industries that provide career opportunities for our students.

While approximately 50 percent of the student body is drawn from Prince George's County, Md., the university is expanding its reach into other areas of the state and into target markets in Pennsylvania, New Jersey and New York. While nearly 83 percent of 23,500 alumni live nearby in Prince George's County and surrounding communities, there is a need to enhance their engagement

and financial support of the university. Strengthening relations with alumni and local business and community partners is a high priority for the university.

More information about Bowie State University can be found at [www.bowiestate.edu](http://www.bowiestate.edu).

### **C. PROJECT BACKGROUND**

In 2013, the university conducted its first comprehensive market research study which resulted in development of a new visual identity and brand platform that guided marketing efforts through 2018 with the theme of “Find Strength. Take Pride.” Limited resources and internal staffing hampered development of robust marketing initiatives to effectively launch and sustain brand promotion. The effort did result in building internal receptiveness to brand marketing.

Under the leadership of a new president, refinement of the initial brand work was initiated. New market research was done in 2019 to assess any changes in perceptions of the university and knowledge of institutional strengths. The research involved all of our key stakeholder groups – current and prospective students, faculty and staff, alumni and business/community partners. The result of that research affirmed findings of the earlier work that location, affordability and innovative HBCU experience remain key drivers of prospective students’ interest in BSU. It also showed that business and community leaders had begun to recognize the university’s growth and academic strengths in STEM to meet workforce needs, but still felt the university was not visible enough in the region.

A marketing campaign built around the tag line – Taking Tomorrow. Boldly. – launched in 2019 amplifying the university’s growing momentum with innovative programs and new opportunities for students. The rallying cry of the campaign, “We are Bowie Bold,” has been embraced by the campus community as a mantra expressing pride and confidence in taking on the future. ([See current brand guidelines](#)). Internal messaging and external advertising focused on institutional and individual bold attributes and outcomes have achieved some success. We seek a partner agency to bring strong copywriting support to energize and expand brand messaging and audience engagement. The university’s small internal communications team has employed multiple strategies, including news media, social media, website and other digital media and outdoor transit to promote BSU, however, it lacks the bandwidth and range of expertise to effectively manage the demands of a comprehensive brand marketing campaign to significantly enhance awareness and reputation.

The university has an ongoing relationship with an enrollment management partner doing direct recruitment marketing for undergraduate and graduate enrollment. We have enjoyed steady enrollment growth over the past five years as a result of this partnership. The firm selected through this RFP would work collaboratively on strategic alignment of brand marketing and recruitment efforts.

### **D. PROJECT SCOPE OF WORK:**

Beginning in 2022, Bowie State will begin to receive an infusion of funds from the state over the next 10 years for marketing to support the success of new and enhanced academic programs. At least six new programs including software engineering, cyber operations engineering, data science, are set to begin enrolling new students in spring 2023 with more programs in the pipeline. The university

also launched its first online degree programs in 2022. Building awareness of these significant shifts in the institutional profile is a key goal of this project.

With this new funding, the university's Office of University Relations and Marketing can now move to establish a comprehensive, sustainable marketing strategy with the support of a full-service agency partner over multiple years. The university seeks to establish and execute a comprehensive, cohesive marketing plan that includes new and traditional media to establish broad awareness of the quality of BSU programs, enhancing its reputation and ability to attract high quality students from diverse populations. Additionally, BSU seeks to enhance recognition of the university's impact in the region among alumni, community and business leaders, corporations, federal agencies and foundations to expand partnerships that can assure sustained growth and long-term viability of the institution.

The main point of contact for coordination of work under this contract will be Director of University Relations and Marketing. Collaborative meetings with other members of the URM communications and creative teams will be expected.

#### **a. Required Services**

Bowie State wishes to retain an agency of record for a multi-year engagement to provide professional services along with guidance and counsel to establish a robust brand-marketing program to complement successful direct recruitment activities. The agency should be able to work collaboratively with the university's communications and marketing team to provide support in the following areas:

1. **Strategic planning**, building on recent research and existing brand platform, to develop a comprehensive, three-year marketing plan with strategies to influence key target audiences and provide counsel on long-term planning
2. **Budget planning** to determine optimal resources required for a sustained brand marketing and communications strategy including development of a university magazine
3. **Copywriting and development of creative assets** for immediate deployment including digital, print, video to support a multi-channel campaign to engage target audiences and increase awareness of the value of Bowie State University
4. **Video production** for brand commercial and other media assets
5. **Digital and web asset** development to enhance website and mobile engagement
6. **Media planning and buying services** with consideration of target markets in Maryland, Pennsylvania, New York, New Jersey and the District of Columbia as well a guidance on expansion into other markets
7. **Collaboration** with current enrollment marketing partner to assure brand messaging alignment and cohesion of marketing tactics

#### **b. Deliverables:**

1. **Advertising and communications plan for the current 2022-23 academic year:** Develop and implement a multi-channel plan to begin to build awareness of BSU's growing areas of strength and new undergraduate and graduate degree programs being offered online and in-person on the main campus and at several regional centers. Media buying and monitoring should be included.

2. **Creative assets to support the one-year advertising campaign:** Develop campaign assets with consideration of, but not limited to :30 and :15 sec. commercials, digital, print and OOH ads and website content. Mock-ups of at least three ad concepts shall be presented for consideration. Final designs shall be produced and delivered in formats required by selected media outlets.
3. **Supplemental research:** Conduct focus groups, ad testing and/or other research activities as needed to build on existing data to inform development of advertising and marketing plans.
4. **System to track and report on the outcomes of marketing activities:** Develop a dashboard or other method to track marketing outcomes and impact on key metrics identified
5. **A comprehensive three-year marketing plan:** Incorporating the work from year one, develop and implement a plan for year two and three through fiscal year 2024-25. The ongoing campaign should target expanded awareness in target geographic areas and perceptions of key target audiences to include alumni, community leaders, business/corporate partners, parents of prospective students.
6. **Guidance for a sustained, long-term brand-marketing strategy:** Provide guidance for ongoing media mix and continued long-term planning including budgeting options for low, medium and optimal levels of funding to effectively execute sustained brand marketing. Consideration factors for decision-making should be outlined.
7. **Recommendation for additional research:** Propose ongoing research strategy and timeline for evaluation of shifts in audience perception and refinement of marketing strategies.

**c. Contract Term:**

This Contract shall be effective for the period commencing on award of executed contract for a period of three years. Pricing should detail any packaging and/or volume discounts for a partnership of three (3) fiscal years through June 30, 2025.

**d. Project Plan**

Respondents shall provide detailed strategies and timelines to describe the approach they will employ to address each component of the project described in the scope of work to assist Bowie State in meeting its objectives. It is preferred that plans include provision for progress reports for each area of service and description of the firms approach to collaborating with University staff throughout the project.

Work will commence immediately upon issuance of a successful contract.

**e. Financials**

The university has allocated up to \$400,000 for direct agency costs for year one. A “separate budget” of approximately \$500,000 will be available for media purchases in year one.

Respondent shall provide a detailed total project cost broken down by respondent’s estimated number of hours, hourly rate and associated direct costs necessary to complete all work for each of the areas listed below. **Estimated media costs should be outlined separately under Alternate Bid Pricing for each year, but not included in the Year One through Year Three pricing.**

- Advertising-Marketing Plan and execution to include media buying and monitoring.
2. Creative asset development (writing, design, video)
  3. Development of comprehensive three-year marketing plan
  4. Execution of marketing strategies for years two and three
  4. Supplemental Research
  5. Long-term budget planning guidance
  6. Rate for additional marketing services outside the scope of this proposal that may be requested

#### **f. Firm Experience and Capabilities**

Respondents shall provide a link to the firm website and detailed information for each of the following elements:

**Firm history:** Please provide a brief history of your firm and its key personnel that will be directly involved in this project. (Include names, titles and years of experience with information on each person's contribution to the total project. Describe the relationship of team members to your organization (e.g. consultants, staff, etc.)

**Higher Ed Experience:** Please provide information that demonstrates respondent's experience and success record working with, and implementing similar projects with institutions of higher education, including experience with Historically Black Colleges and Universities or other minority serving institutions.. Preference will be given to the best overall experience and success working with institutions of higher education.

**Reference:** Please provide contact information for a minimum of three (3) references for which your firm has provided services similar to those described in this RFP. References from institutions of higher education with comparable environments to Bowie State University are preferred.

#### **g. Selection Process**

The University will evaluate each proposal offered in response to this RFP and select one or more short listed finalists. Only the Finalists will have their Financial proposals evaluated.

A virtual pre-proposal meeting will be offered to interested responders. The University reserves the option to request an on-site presentation from any firm who submits a response to this RFP. The University has established a committee that will assist in the evaluation process. Once a firm has been selected by the University to provide the services described above, all the firms that submitted proposals will be notified.

**SECTION V**

**EVALUATION AND SELECTION PROCEDURES**

## **SECTION V. EVALUATION AND SELECTION PROCEDURES**

### **A. Evaluation Committee**

All responsive technical Proposals received by the closing deadline will be evaluated. The Procurement Officer shall establish an Evaluation Committee to review and rate the technical Proposals.

### **B. Acceptability of Proposals**

The Procurement Officer shall determine which Offerors have met the basic requirements of the RFP. The Procurement Officer shall have the sole authority to determine whether any deviation from the requirements of this RFP are substantial in nature. The Procurement Officer shall reject any offer, which has been determined to be unacceptable (i.e. fails to satisfy the required specifications, terms and/or conditions of this solicitation). The Procurement Officer may waive or permit to be cured minor irregularities in Proposals, which are immaterial or inconsequential in nature whenever it is determined to be in the University's best interest. In addition the Procurement Officer may reject in whole or in part any and all Proposals, and conduct discussions with all responsive Offerors in any manner deemed necessary to serve the best interests of the University. Each Proposal (technical & financial) must be submitted separately. The technical Proposal will be evaluated by the committee separately from the financial evaluation.

The Offeror must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP. The Procurement Officer at his/her sole discretion shall determine the acceptability of all Proposals.

### **C. Technical Evaluation**

The University will establish an Evaluation Committee for the purpose of evaluating Technical Proposals submitted in response to this RFP. The Evaluation Committee, considering each Proposer's response to the Technical Proposal Evaluation Factors described herein, will evaluate Technical Proposals based on the subjective opinion of each evaluator. The Committee may recommend a short-list of the best technically qualified proposers considered both technically acceptable and susceptible of award for further consideration by the Procurement Officer.

### **D. Financial Evaluation**

Offerors Technical Proposals that were determined to be acceptable and susceptible of award will have their Financial Proposals evaluated as well. Financial Proposals will be ranked based on lowest to highest total cost. The lowest total cost will receive the highest financial rating. Higher costs will be rated proportionately lower. The University will only tabulate the Financial Proposals from companies that were short-listed as a result of the Technical Proposal evaluation.



## **E. Final Ranking and Selection**

Financial ranking of the short-listed proposers will be combined with their corresponding technical Proposal to determine a final ranking for each Offeror. Technical merit will have a greater weight than cost. The Procurement Officer will choose from among the highest rated Proposals those Proposals that will best serve the interests of the University, in accordance with University System of Maryland procurement regulations.

## **F. Criteria for Evaluation**

The criteria that will be used by the Committee for the technical evaluation of the Proposals for this specific procurement are listed below. They are listed in order of importance. Each committee member will score the Proposals on each major criterion.

Award of the contract will be made to the responsible Offeror whose combined technical Proposal and total costs best meets the needs of the University.

## **G. TRANSMITTAL LETTER**

A transmittal letter must be provided in the Technical Proposal that is not more than 1 page on company letterhead. The letter must minimally include:

- The company's primary contact for this RFP, including email and phone contact information.
- A statement that the proposal will remain valid for a period of 90 days.
- A signature from a representative authorized to bind the company in contract.

## **H. TECHNICAL CRITERIA:**

Respondents shall provide a link to the firm website and detailed information for each of the following elements:

- 1. Firm history:** Please provide a brief history of your firm and its key personnel that will be directly involved in this project. (Include names, titles and years of experience with information on each person's contribution to the total project. Describe the relationship of team members to your organization (e.g. consultants, staff, etc.)
- 2. Higher Ed Experience:** Please provide information that demonstrates respondent's experience and success record working with, and implementing similar projects with institutions of higher education, including experience with Historically Black Colleges and Universities or other minority serving institutions.. Preference will be given to the best overall experience and success working with institutions of higher education.
- 3. References:** Please provide contact information for a minimum of three (3) references for which your firm has provided services similar to those described in this RFP. References

from institutions of higher education with comparable environments to Bowie State University are preferred.

**I. FINANCIAL CRITERIA:**

Submit all cost information in a separate envelope marked “Financial Proposal”.

Include Anticipated Media Buys Under “Alternate Bid Pricing” Only. These prices are for Informational Purposes Only.

Financial Proposal Costs will be evaluated on Projects Costs Years One through Three Only.

**Year One Prices:**

1. One-year Advertising-Marketing Plan and execution to include media buying, monitoring and reporting
2. Creative asset development (writing, design, video, etc.) to support one-year plan
3. Development of comprehensive three-year marketing plan
4. Supplemental research or testing (if needed)

Total Project Cost Year One: \$\_\_\_\_\_

**Year Two Prices:**

1. Execution of marketing strategies for year two including media buying, monitoring and reporting
2. Creative asset development (writing, design, video, etc.) to support year two plan
3. Supplemental research or testing (if needed)
4. Long-term strategy and budget planning guidance

Total Project Cost Year Two: \$\_\_\_\_\_

**Year Three Prices:**

1. Execution of marketing strategies for year three including media buying, monitoring and Reporting
2. Creative asset development (writing, design, video, etc.) to support year three plan
3. Recommendation for research update and ongoing research strategy/timeline

Total Project Cost Year Three: \$ \_\_\_\_\_

**Total Project Costs Years One Through Three \$ \_\_\_\_\_**

**Alternate Bid Pricing for “Anticipated Media Buys”:**

**Years one through Three**

1. Provide “anticipated” media costs for each year.

University has planned for a media budget up to \$500,000 for Year One Only.

**Anticipated Media Buys Year One \$500,000**

**Anticipated Media Buys Year Two \_\_\_\_\_**

**Anticipated Media Buys Year Three \_\_\_\_\_**

Provide a “Rate” for additional marketing services outside the scope of this proposal that may be requested.

\$ \_\_\_\_\_

I hereby certify that I have thoroughly reviewed the RFP documents for the project and understand the project requirements. I warrant that other than those previously provided, in writing, to the Owner, I/we found no errors, inconsistencies, or omissions in the project requirements. The prices provided above are for performing the work in full compliance with the specifications. All prices include overhead, profit and all other costs (of whatever nature and character) to complete the work.

I certify that my company is a (corporation), (partnership), (sole owner) licensed to do business in the State of Maryland.

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
CONTRACTOR’S FEIN

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

---

TITLE

---

DATE

---

PHONE NUMBER

---

EMAIL ADDRESS

---

MBE CERTIFICATION NUMBER

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SMALL BUSINESS CERTIFICATION #

**SECTION VI**

**INFORMATION REQUIRED IN OFFEROR PROPOSAL**

## **SECTION VI. INFORMATION REQUIRED IN OFFEROR PROPOSALS**

### **A. General Requirement**

Offerors must submit a Proposal/response that meets the University's requirements in each section of this RFP. The Offeror must submit one (1) original and three (3) copies of the Technical Proposal and one (1) original and three (3) copies of the Financial Proposal bound and sealed under separate cover: a transmittal letter, Volume 1-Technical Proposal and Volume 2-The Financial Proposal.

In addition, the University is requesting an electronic copy of the technical and financial responses to be provided on a Flash Drive, Compact Disk (CD) etc. The electronic copy shall be submitted with the Original technical and financial Proposals only.

Co-mingling of Technical and Financial information or failure to submit the Proposals separately sealed will result in the response being deemed NON-RESPONSIVE. All documents are to be placed in the appropriate volume of the Offerors submission. The Proposals, which contain original documents should be clearly identified as the Original Technical or Original Financial Proposal. The Procurement Officer reserves the right to photocopy additional copies of any or all parts of the Proposal for the evaluation and selection process.

### **B. Transmittal Letter**

A Transmittal letter prepared on the Offerors business stationery must accompany the Proposal. The purpose of this letter is to transmit the Proposal; therefore, it should be brief. The letter must be signed by an individual who is authorized to bind the Offeror to all statements, including services and prices, contained in the Proposal.

### **C. Two Volume Submission**

The evaluation procedure for this procurement requires that the Technical and Financial evaluation of the Proposals be conducted separately. Consequently, each Proposal must be submitted separately as indicated below.

### **D. Volume I--Technical**

This Proposal should be prepared in a clear and concise manner. Pages must be numbered. It should include the Transmittal Letter, and other Technical requirements detailed on pages 53-54 and address all appropriate points as detailed in Section V of the RFP.

### **E. Volume II--Financial**

This Proposal must be submitted in a sealed envelope separate and apart from the Technical Proposal. It must contain the following items:

1. Pricing as detailed in Section V, pages 50-51

2. Completed Proposal Affidavit (one copy included in the original volume only)
3. Completed Contract Affidavit.
4. Evidence of ability to perform the contract as detailed below.
5. Bid/Proposal Bond (Performance and Payments are only required from the firm that is awarded the contract)

**F. Evidence of Ability to Perform**

A mandatory requirement of this solicitation is that all Offerors show evidence of their current ability to satisfactorily perform the contractual obligations associated with this solicitation. At a minimum Offerors must include as an attachment to the Financial Proposal evidence that the Offeror is of sufficient size and financial stability to provide the services required by this Contract.

The purpose of this requirement is to insure that the awardee will be able to provide immediately the contracted services as offered and without delay and will do so without unduly straining support services to the awardees existing client base and thereby preventing the awardee from providing the specified services.

**AFFIDAVITS**  
**&**  
**ATTACHMENTS**



**ATTACHMENT A**

**CONTRACT AFFIDAVIT**

**A. AUTHORITY**

I HEREBY AFFIRM THAT:

I, \_\_\_\_\_ (print name), possess the legal authority to make this Affidavit.

**B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION**

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation —  domestic or  foreign;
- (2) Limited Liability Company —  domestic or  foreign;
- (3) Partnership —  domestic or  foreign;
- (4) Statutory Trust —  domestic or  foreign;
- (5) Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

*Name and Department ID*  
*Number:* \_\_\_\_\_ *Address:* \_\_\_\_\_

*and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:*

*Name and Department ID Number:* \_\_\_\_\_  
*Address:* \_\_\_\_\_.

Pursuant to §7-201 et seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. *NOTE: The forms for registration are available from the website <http://www.dat.state.md.us/sdatweb/sdatforms.html> For further help call (410) 767-1340 or email: [charterhelp@dat.state.md.us](mailto:charterhelp@dat.state.md.us).*

### C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, 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.

NOTE: The financial disclosure form is available under on the following web site:

<http://www.sos.state.md.us/PublicDisclosure.aspx>. For further information, go to [www.sos.state.md.us](http://www.sos.state.md.us)

### D. 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.

NOTE: The political contribution disclosure form is available at

[http://www.elections.state.md.us/campaign\\_finance/disclosure\\_of\\_contributions.html](http://www.elections.state.md.us/campaign_finance/disclosure_of_contributions.html). Frequently asked questions and answers are available from this website.

### E. 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 who 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's 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 §E(2)(b), above;
- (h) Notify its employees in the statement required by §E(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 §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §E(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 §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(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.

#### F. CERTAIN AFFIRMATIONS VALID

#### I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_, 20\_\_\_\_, and executed by me 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: \_\_\_\_\_ (printed name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)

**ATTACHMENT B      PROPOSAL AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

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

**B. AFFIRMATION REGARDING BRIBERY 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):

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**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 Proposals for a public or private contract;

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

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or Proposals for a public or private contract; 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):

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#### **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).

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**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):

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**F. SUB-CONTRACT AFFIRMATION**

I FURTHER AFFIRM THAT:

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

**G. AFFIRMATION REGARDING COLLUSION**

I FURTHER AFFIRM THAT:

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

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

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

**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 Proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

(Authorized Representative and Affiant)

## **ATTACHMENT C      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.

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

## CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or 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:** \_\_\_\_\_  
(Signature of Authorized Representative and Affiant)

**Printed Name:** \_\_\_\_\_

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

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

**ATTACHMENT D     PRINCIPLES OF SOCIAL RESPONSIBILITY  
and  
SOCIAL RESPONSIBILITY AFFIDAVIT INFORMATION**

**I. Principles of Social Responsibility**

A. As provided for in Section VIII. C. of the University System of Maryland Procurement Policies and Procedures, the University is required to make purchases from and award contracts to “responsible” contractors. The Procurement Officer may use certain factors, including but not limited to a satisfactory record of integrity and business ethics to determine if a bidder or Offeror is responsible. The University has determined that a bidder or offer’s record of integrity and business ethics includes a demonstrated commitment to providing goods and services in an ethical, and socially and environmentally responsible manner by compliance with all applicable:

- (1) Federal and state labor relations and employment laws;
- (2) Federal and state non-discrimination in employment laws;
- (3) State of Maryland Commercial Nondiscrimination laws;
- (4) State of Maryland, Minority Business Enterprise (“MBE”) laws; and,
- (5) Federal and state health, safety and environmental laws.

The above laws are referred to as “Social Responsibility Laws.” The bidder or Offeror’s compliance with the above laws is referred to as “Social Responsibility.”

B. Each bidder or Offeror shall complete a Social Responsibility Affidavit, in the form that follows, as part of a bid or Proposal submitted to the Procurement Officer in response to any solicitation to furnish goods or services of any kind including, but not limited to architectural or engineering services; construction; construction related services; maintenance; consulting; information technology (hardware, software and services); equipment or other commodities.

C. The Procurement Officer shall consider information provided in the Social Responsibility Affidavit to determine if a bidder or Offeror is responsible. A determination that a bidder or Offeror is not responsible may be considered as the basis for eliminating that bidder or Offeror from further consideration for a contract award.

D. After award, the University may terminate a contract for default if the bidder or Offeror did not disclose the requested information; misrepresented relevant information to the Procurement Officer; or was subject to a final judgment of non-compliance with applicable Social Responsibility Laws post-award. In such cases, the University may also institute proceedings to debar the vendor from further State contracts, or pursue such other remedies as may be permitted by law or the contract.

## **SOCIAL RESPONSIBILITY AFFIDAVIT AND DISCLOSURE**

A. The bidder or Offeror agrees that if it is the subject of a final, non-appealable judgment with respect to compliance with applicable Social Responsibility Laws 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 or proposes to take to correct the violation. If the contract has been awarded and performance has begun, the vendor shall continue performance until notified by the Procurement Officer of any contrary action to be taken.

### **B. CERTIFICATION OF COMPLIANCE WITH SOCIAL RESPONSIBILITY LAWS**

I HEREBY AFFIRM THAT:

(1) There has been no final, non-appealable judgment made during the last five years against the bidder or Offeror for noncompliance with federal or state labor relations and other employment laws or regulations, including but not limited to the National Labor Relations Act, as amended; the Davis-Bacon Act, as amended; the Fair Labor Standards Act, as amended; the Maryland Living Wage law, State Finance and Procurement Article, §18-101 et seq., Annotated Code of Maryland; the Maryland Prevailing Wage law, State Finance and Procurement Article, §17-201 et seq., Annotated Code of Maryland; federal and state child labor laws; federal minimum wage laws and; the Family Medical Leave Act, except as follows (explain below or add additional sheets):

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(2) There has been no final, non-appealable judgment made during the last five years against the bidder or Offeror for violation of federal or state non-discrimination in employment laws or regulations, including but not limited to laws prohibiting discrimination on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or disability unrelated in nature and except so as to reasonably preclude the performance of the employment, except as follows (explain below or add additional sheets):

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(3) There has been no final, non-appealable judgment made during the last five years against the bidder or Offeror for violation of the State of Maryland Commercial Non-Discrimination Policy, State Finance and Procurement Article, §19-101 et seq., Annotated Code of Maryland, except as follows (explain below or add additional sheets):

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(4) There have been no instances during the last five years of failure by the bidder or Offeror to meet mutually agreed upon goals for minority business participation (MBE) on projects performed for the University or any other State of Maryland agency, or any other sanctions for MBE program non-compliance; or any final, non-appealable judgment of noncompliance with the State of Maryland Minority Business Participation law, State Finance and Procurement Article, § 14-308 et seq., Annotated Code of Maryland, except as follows (explain below or add additional sheets):

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(5) There has been no final, non-appealable judgment made during the last five years against the bidder or Offeror for violation of federal or state health, safety or environmental laws or regulations, including but not limited to the U.S. Occupational Safety and Health Act standards; Maryland Occupational Health and Safety laws, State Labor and Employment Article, § 5-101 et seq., Annotated Code of Maryland, or the Federal Noise Control Act of 1972, except as follows (explain below or add additional sheets):

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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)

**ATTACHMENT E CERTIFICATION REGARDING INVESTMENT  
ACTIVITIES IN IRAN**

**Ref: Maryland Board of Public Works Advisory Number 2013-1**

1. The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:

(i) it is not identified on the list (see NOTE below) 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 Article; and

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

Or;

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

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\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date Signed:

\_\_\_\_\_  
Name of Authorized Representative

NOTE: List is available at:

[www.bpw.state.md.us](http://www.bpw.state.md.us)

Click On "Advisories"

Scroll Down to "2013-1"

Click On "IAI LIST"

Effective 3/2013



**F. AFFIDAVIT OF AGREEMENT**

**Maryland Living Wage Requirements - Service Contracts**

Re: Solicitation No. \_\_\_\_\_

Offer/Bid submitted by (name of firm) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

The Undersigned, being an authorized representative of the above stated Bidder/Proposer, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract.

The Bidder/Proposer agrees to pay employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their employees who are subject to the living wage for hours spent on a State contract for services. The Bidder/Proposer agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

(If applicable) The Bidder/Proposer provides the following reasons why the affirmations above cannot be given and affirms that it is exempt from Maryland’s Living Wage Law for the following reasons:

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

Name of Authorized Representative: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness Name (Typed or Printed)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

**PERFORMANCE BOND**

\_\_\_\_\_Principal  
Business Address of Principal

\_\_\_\_\_Surety  
Obligee

STATE OF MARYLAND  
a corporation of the state of ..... By and through the following  
and authorized to do business in the State Of Maryland Administration Bowie State University

\_\_\_\_\_Penal Sum of Bond (express in words and figures)

**BOND NO.**..... Date of Contract \_\_\_\_\_ 2014

Date Bond Executed \_\_\_\_\_ 2014

Description of Contract:

\_\_\_\_\_Contract Number: \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that we, the a Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal sum of this Performance Bond stated above, for the payment of which Penal sum, we bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we the co-sureties, bind ourselves, our successors and assign, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with The Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal sum.

**WHEREAS**, Principal has entered into or will enter into a contract with the State Of Maryland, by and through the Administration named above acting for the State Of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, specifications and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as “the Contract.”

**WHEREAS**, IT IS ONE OF THE CONDITIONS PRECEDENT TO THE FINAL AWARD OF THE CONTRACT THAT THESE PRESENTS BE EXECTUED.

**NOW, THEREFORE**, during the original term of said Contract, during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any

required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms, conditions contained in this Performance bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within fifteen (15) days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulated and agrees that not change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

**IN WITNESS WHEREOF**, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown

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Presence of: \_\_\_\_\_ In  
Individual Principal Witness

..... as to  
.....(SEAL)

In Presence of:

Co-Partnership Principal

.....(SEAL)

(Name of Co-Partnership)

..... as to  
By.....(SEAL)

..... as to  
.....(SEAL)

..... as to  
.....(SEAL)

Corporate Principal

.....

(Name of Corporation)

Attest:

AFFIX

.....

By.....CORPORATE

AFFIX

.....

By.....CORPORATE  
Corporate Secretary

President

SEAL

.....

(Surety)

Attest:

(SEAL) By:

AFFIX

.....CORPORATE

SEAL

.....

Title

.....

Signature

.....

.....

(Printed or Typed Name)

(Printed or Typed Name)

Bonding Agent's Name: .....

.....

.....

(Business Address of Surety)

.....

(Telephone Number)

Agent's Address .....

.....

Telephone Number .....

**PAYMENT BOND**

Principal

Business Address of Principal

Surety

Obligee

STATE OF MARYLAND

a corporation of the State of  
and authorized to do business in the State  
of Maryland

By and through the following  
Administration .....

Penal Sum of Bond (express in words and figures)

Date of Contract

\_\_\_\_\_

Description of Contract

Date Bond Executed

Contract Number:

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized to do business in Maryland, and having business addresses as shown above, are held and firmly bound unto the Obligee named above, for the use and benefit of claimants as hereinafter defined, in the Penal Sum of this Payment Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the "Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished, supplied and reasonably required for use in the performance of the Contract, then this

obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined to be any and all of those persons supplying labor and materials (including lessors of the equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and subcontractors in the prosecution of the work provided for in the Contract, entitled to the protection provided by Section 9-113 of the Real Property Article of the Annotated Code of Maryland, as from time to time amended.

2. The above named Principal and Surety hereby jointly and severally agree with the Obligees that every claimant as herein defined, who has not been paid in full may, pursuant to and when in compliance with the provisions of the aforesaid Section 9-113, sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Obligees shall not be liable for the payment of any costs or expenses of any such suit.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Payment Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Payment Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: Individual Principal

In Presence of:

Individual Principal

Witness

\_\_\_\_\_ as to

\_\_\_\_\_ (SEAL)

In Presence of:  
Witness

Co-Partnership Principal

\_\_\_\_\_ (SEAL)  
(Name of Co-Partnership)

\_\_\_\_\_ as to

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_ as to

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ as to

\_\_\_\_\_ (SEAL)

Corporate Principal

Attest:

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_ as to  
Corporate Secretary

By: \_\_\_\_\_ AFFIX  
CORPORATE SEAL  
President

\_\_\_\_\_  
(Surety)

Attest: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_ AFFIX  
CORPORATE SEAL

Signature

Title \_\_\_\_\_

Bonding Agent's Name: \_\_\_\_\_

\_\_\_\_\_  
(Business Address of Surety)

Agent's Address \_\_\_\_\_

Approved as to legal form and sufficiency  
this \_\_\_\_ day of \_\_\_\_

\_\_\_\_\_  
Asst. Attorney General



**BID/PROPOSAL BOND**

Bid No.

Bond No. \_\_\_\_\_ KNOW ALL

MEN BY THESE PRESENTS:

that we, \_\_\_\_\_ as

Principal, hereinafter called the Principal, and \_\_\_\_\_ a corporation  
duly organized under the laws of

the State of \_\_\_\_\_, as Surety, hereinafter called the Surety, are held and firmly bound  
unto the State of Maryland, hereinafter called

"State", for the sum of \_\_\_\_\_, for the payment of which sum, the said Principal  
and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns,  
jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

NOW, THEREFORE, if the Principal, upon acceptance by the State of its bid identified above,  
within the period specified herein for acceptance one hundred and twenty (120) days, if no period  
is specified, shall execute such further contractual documents, if any, and give such bond(s) as  
may be required by the terms of the bid as accepted within the time specified ten (10) days if no  
period is specified after receipt of the forms, or in the event of failure so to execute such further  
contractual documents and give such bonds, if the Principal shall pay the State for any cost of  
procuring the work which exceeds the amount of its bid, then the above obligation shall be void  
and of no effect.

The Surety executing this instrument hereby agrees that its obligation shall not be impaired by any  
extension(s) of the time for acceptance of the bid that the Principal may grant to the State, notice  
of which extension(s) to the Surety being hereby waived; provided that such waiver of notice shall  
apply only with respect to extensions aggregating not more than one hundred and twenty (120)  
calendar days in addition to the period originally allowed for acceptance of the bid.

In Presence of:  
Witness

Individual Principal

\_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

In Presence of:  
Witness

Co-Partnership Principal

\_\_\_\_\_ (SEAL)  
(Name of Co-Partnership)

\_\_\_\_\_ as to BY: \_\_\_\_\_ (SEAL)

\_\_\_\_\_ as to BY: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Corporate Principal

Attest: \_\_\_\_\_ (Name of Corporation)

\_\_\_\_\_  
Corporate Secretary BY: \_\_\_\_\_  
President

AFFIX  
CORPORATE  
SEAL

\_\_\_\_\_  
(Surety)

AFFIX  
Attest: \_\_\_\_\_ (SEAL) By: \_\_\_\_\_ CORPORATE

SEAL  
\_\_\_\_\_  
Title \_\_\_\_\_ Signature

\_\_\_\_\_  
(Printed or Typed Name) \_\_\_\_\_  
(Printed or Typed Name)

Bonding Agent's Name:

\_\_\_\_\_  
(Business Address of Surety)

Agent's Address \_\_\_\_\_  
(Telephone Number)

Telephone Number