



UNIVERSITY SYSTEM *of* MARYLAND

USM-2601

TITLE IX SERVICES

Prospective bidders/offerors who obtained this document from the University System of Maryland (USM) website, e-Maryland Marketplace, or any source other than the procurement officer, should provide their names and email addresses to the issuing office by contacting (301) 445-2774, to ensure receipt of addenda and other communications regarding the solicitation.

ISSUING OFFICE

University System of Maryland
Strategic Sourcing Procurement Center
3300 Metzerott Road
Adelphi, MD 20783

PROCUREMENT OFFICE LOCATION

Elkins Building
3300 Metzerott Road
Adelphi, MD 20783

MINORITY BUSINESSES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION

KEY INFORMATION SUMMARY SHEET

USM-2601

TITLE IX SERVICES

RFP ISSUE DATE:	8/18/25
RFP ISSUING OFFICE:	University System of Maryland, Strategic Sourcing Procurement Center
PROCUREMENT OFFICER REPRESENTATIVE:	Name: Joselyn M. Johnson Phone: (301) 445-2774 Email: jmjohnson@usmd.edu
PROCUREMENT OFFICE LOCATION:	University System of Maryland Strategic Sourcing Procurement Center 3300 Metzert Road Adelphi, MD 20783
PRE-BID/PROPOSAL CONFERENCE:	Virtual - 9/11/25 - 2:00PM (EST) Teams Link will be provided to offerors upon receipt of completed Exhibit N- Pre-Proposal conference RSVP Form
DEADLINE FOR QUESTIONS:	9/18/25 @ 4:30PM (EST)
CLOSING DATE/TIME: (Not a Public Proposal Opening)	10/2/25 @ 2:00PM (EST)
ORAL PRESENTATIONS:	TBD
CONTRACT TERM:	Three-year base period with one two-year renewal option at the discretion of the University System of Maryland.

USM is committed to ensuring that persons with disabilities have equally effective opportunities to participate in and benefit from the USM's programs and services. Persons who may require reasonable ADA accommodations should contact the Issuing Office at (301) 445-2774 at least five (5) days prior to any meeting scheduled in connection with this solicitation.

NOTICE TO BIDDER/OFFERORS

To help improve the quality of bid and proposal solicitations and to make our procurement process more responsive and "business friendly," we ask that you provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your bid, proposal or "no bid," response, as the case may be. Thank you for your assistance.

Project No.: _____ Project Title: _____

If you have responded with a "no bid" please indicate the reasons below (check applicable boxes):

- Other commitments preclude our participation at this time.
- The subject of the solicitation is not something we normally provide.
- We are inexperienced in the work/commodities required.
- The specifications are either unclear or too restrictive (explain below).
- The scope of work is beyond our current capacity.
- Doing business with Maryland Government Agencies is simply too complicated (explain below).
- We cannot be competitive (explain below).
- Time allotted for completion of the bid/proposal response is insufficient.
- Start-up time is insufficient.
- Bonding/insurance requirements are prohibitive (explain below).
- MBE requirements (explain below).
- Bid/Proposal requirements (other than specifications or scope) are unreasonable or too risky (explain below)
- Prior experience with University contracts were not profitable or otherwise unsatisfactory (explain below).
- Payment schedule too slow.
- Other: _____

Explanation: _____

If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the remarks section below:

Bidder/Offeror Name: _____

Contact Person: _____

Signature: _____ Date: _____

Address: _____

Email: _____

Phone: _____

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EXHIBITS

Exhibit A-	Required Contract Provisions
Exhibit B-	Bid/Proposal Affidavit
Exhibit C-	Contract Affidavit
Exhibit D-	N/A
Exhibit E-	Sample Contract

Exhibit F-	Company Profile Form
Exhibit G-	Firm Experience Form
Exhibit H-	N/A
Exhibit I-	N/A
Exhibit J-	N/A
Exhibit K-	Addenda Acknowledgement
Exhibit L-	Key Personnel Form
Exhibit M-	N/A
Exhibit N-	Pre-Proposal Conference Response Form
Exhibit O-	Conflict of Interest Affidavit and Disclosure

SECTION I. INFORMATION FOR OFFERORS

A. SUMMARY STATEMENT

The University System of Maryland (USM) is seeking qualified contractors to provide Title IX services and support, including but not limited to the following services:

- Interim Title IX Coordinator Services
- Title IX consulting/coordinating, party advisor services, and policy review.
- Investigative services
- Hearing officer/decision-making services (including initial decision and/or appeal),
- Informal resolution facilitation services
- Title IX and Clery Act Training services (in-person, and/or virtual, and/or online modules/toolkits, and/or workshops, and/or seminars, etc.)
- Administrative support
- Value-added services

It is anticipated that the resulting contract will be utilized primarily by Towson University (TU), University of Maryland Global Campus (UMGC), University of Maryland, Baltimore County (UMBC), Coppin State University (CSU), Bowie State University (BSU), and St. Mary's College of Maryland, however, any University System of Maryland (USM) institution and other State of Maryland higher education institutions may utilize the resulting contracts as well.

The aforementioned institutions currently have contracts in place for these services. Since the contract resulting from this RFP will be utilized by multiple institutions, facilitating a larger volume of services, offerors are expected to factor in the benefits of economies of scale in their pricing.

USM makes no guarantee of minimum or maximum level of services utilized under resulting contracts.

This procurement is not for legal services and resulting contracts are not contracts for legal services. The contractor will not provide legal advice or representation to USM or any Institution. This procurement is limited to services relating to administration, adjudication, and resolution of allegations of violation of Institution policies.

B. ISSUING OFFICE AND PROCUREMENT OFFICER

The sole point of contact in the State for purposes of this RFP is the Procurement Officer or his/her representative (hereinafter referred to as Procurement Officer) noted on the Key Information Summary Sheet. Only the information communicated by the Procurement Officer shall be deemed the official position of the USM; no other State or Institution employee, official, or representative has authority to change the requirements of this solicitation. Attempts by an offeror to contact members of the evaluation committee or otherwise circumvent this procedure in any manner may be grounds for disqualification.

C. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held as noted on the Key Information Summary Sheet. Offerors shall submit questions in writing to the Procurement Officer prior to the pre-proposal conference. Offerors are encouraged to attend.

The Pre-proposal conference will be held via Microsoft Teams. Once Exhibit N- Pre-Proposal Conference Response Form has been submitted, the Teams link will be provided.

D. QUESTIONS AND INQUIRIES

Offerors shall direct all communications regarding this solicitation to the Procurement Officer. Submit questions to the Procurement Officer, in writing (email preferred) not later than the date indicated on the Key Information Summary Sheet. Addenda, if required, will be furnished to all potential offerors

known to have received the RFP.

E. INSURANCE

1. Upon award, 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. The Contractor shall furnish certificates for the following minimum insurance coverage:
 - a. Commercial general liability insurance including all extensions; \$2,000,000 each occurrence; \$2,000,000 personal injury; \$2,000,000 products/completed operations; and \$2,000,000 general aggregate.
 - b. Workers' compensation insurance and unemployment insurance as required by the laws of the State of Maryland.
 - c. If automotive equipment is used in the operation, automobile liability insurance of \$1,000,000 combined single limit, each accident.
2. Each policy for liability protection, bodily injury or property damage must specifically name University System of Maryland, as an additional named insured for all contract operations, including all USM and Institution premises occupied by the Contractor provided, however, with respect to the Contractor's liability for bodily injury or property damage under items 1.a.-1.c. above, such insurance shall cover and not exclude Contractor's liability for injury to the property of the USM and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees or guests of the USM.
3. 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 workers' 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 workers' 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.
4. All required insurance coverages must be acquired from insurers authorized to do business in the State of Maryland and acceptable to USM. 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*.

F. PROPOSAL DUE DATE

Proposals must be received at the Issuing Office by the date and time indicated in the Key Information Summary Sheet. Requests for extensions will not be granted, nor will late proposals, late requests for modification, or late requests for withdrawal be considered. Unless specifically requested, proposals submitted by fax will not be accepted.

G. DURATION OF PROPOSAL OFFER

Proposals submitted in response to this RFP are irrevocable for 180 days following the closing date for proposals or, if requested, the due date for best and final offers (BAFOs). This period may be extended by mutual written agreement between the offeror and USM.

H. PROCUREMENT METHOD

This solicitation shall be conducted in accordance with the *University System of Maryland (USM) Board of Regents Procurement Policies and Procedures*. The procurement method is Competitive Sealed Proposals.

I. BASIS FOR AWARD

1. USM may classify a proposal as "not reasonably susceptible of being selected for award" if it is incomplete or does not meet minimum requirements. USM may also determine that an Offeror is non-responsible, i.e., does not have the capacity in all respects to perform the work required. Should a proposal be judged not reasonably susceptible of being selected for award, or an Offeror found not responsible, the proposal will not be considered further; Offeror will be notified accordingly.
2. Proposals will be evaluated by an evaluation committee. The committee will recommend award to the responsible offeror whose proposal is determined to be the most advantageous to the USM, considering both technical factors and price.
3. An award pursuant to this solicitation is final only upon approval by the appropriate office of the USM and/or the State of Maryland, and contract execution on behalf of the USM.
4. The USM reserves the right to make multiple awards as determined to be in the best interest of the USM.

J. ALTERNATE PROPOSALS

Neither multiple nor alternate proposals will be accepted.

K. MINORITY BUSINESS ENTERPRISE UTILIZATION

Minority business enterprises are encouraged to respond.

END OF SECTION I

SECTION II. GENERAL INFORMATION FOR OFFERORS

A. PURPOSE

The purpose of this solicitation is to provide information to offerors interested in preparing and submitting proposals to meet the requirements contained herein. Offerors shall familiarize themselves with each section and subsection of this document.

B. ADDENDA TO THE RFP

The USM reserves the right to amend this solicitation at any time prior to the proposal due date. If it becomes necessary to amend any part of this solicitation, the Procurement Officer will furnish addenda to all prospective offerors known to USM to have received a copy of the RFP.

Each offeror shall acknowledge the receipt of all addenda issued by completing Exhibit K, Addendum Acknowledgment Form, and enclosing it with the technical proposal.

Failure to submit a completed and accurate Exhibit K may result in a proposal being rejected.

C. PRE-PROPOSAL MODIFICATION OR WITHDRAWAL OF OFFERS

Proposals may be modified or withdrawn by written notice received at the Issuing Office at any time before the proposal due date and time.

D. CANCELLATION OF SOLICITATION/REJECTION OF ALL PROPOSALS

USM reserves the right to cancel this solicitation, to accept or reject any or all proposals, in whole or in part, received in response to this solicitation, and to waive or permit cure of technicalities and/or minor irregularities as its best interests may require.

E. DISCUSSIONS

USM reserves the right to conduct discussions with all qualified or potentially qualified offerors, in any matter necessary to serve its best interests. USM also reserves the right to award a contract based upon written proposals received, without discussion or negotiations.

F. ORAL PRESENTATIONS

Offerors may be required to make oral presentations to USM representatives. The Strategic Sourcing Procurement Center will provide notice of the time and place for presentations.

G. INCURRED EXPENSES

USM assumes no responsibility for expenses incurred by the offeror in preparing and submitting a proposal, making an oral presentation, or participating in discussions or any other activity in response to this RFP.

H. ARREARAGES

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

I. VERIFICATION OF REGISTRATION AND TAX PAYMENT

Each prospective offeror is encouraged to ensure that it is appropriately registered to do business in the State of Maryland, and in good standing with respect to taxes, personal property returns, unemployment insurance, etc., before the closing date. Failure to complete registration with the State Department of Assessments and Taxation (SDAT) may disqualify an otherwise successful offeror from recommendation for the contract award.

J. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror's ability to fulfill the requirements of this solicitation.

K. PUBLIC INFORMATION ACT NOTICE

An offeror shall give specific attention to the identification of those portions of its proposal considered confidential, or containing proprietary information or trade secrets. Upon request, the offeror shall provide justification for why such material should not be disclosed by the USM under the Public Information Act, Title 4, Subtitle 3 of the General Provisions Article, Annotated Code of Maryland.

L. EXECUTION OF PROPOSALS

Proposals must be typewritten or written legibly in ink, and signed in ink or electronically signed as follows, depending on the offeror's form of business organization:

1. Sole Proprietorship. The proprietor must sign full name, with address.
2. Partnership and Joint Venture. Submit the proposal in the name of the partnership or joint venture. Clearly state the partnership name and the identity of each general partner and execute all affidavits and certificates on behalf of the partnership, or on behalf of each general partner. No provision of any agreement among partners will be binding on USM unless it is disclosed in the offeror's proposal. Reasonable evidence satisfactory to the USM of the authority of one partner to bind other purported partners is required. It is recommended that the proposal contain a copy of the partnership agreement, if one exists. If no partnership agreement exists, and if the number of general partners is reasonably small, each general partner should execute all required documents included in the proposal. At USM's option, all general partners may be required to sign the proposal. Failure to present USM with satisfactory information concerning a purported partnership or joint venture may be grounds for finding a proposal unacceptable.
3. Corporation. An officer or authorized agent of the corporation shall sign with full name, indicate title, and include the name and address of the corporation. In the case of an authorized agent, enclose a letter from an officer of the corporation authorizing said individual to act on behalf of the corporation.

M. DISCREPANCIES, EXPLANATIONS AND CLARIFICATIONS

Should offeror find discrepancies in the specifications or other provisions included in this solicitation, or be in doubt as to the meaning or intent of any section or subsection herein, offeror shall request clarification from the Procurement Officer. Failure to request clarification prior to the due date shall be a waiver of any claim by the offeror for expenses made necessary by reason of later interpretation of the contract documents, and offeror shall be bound to USM's interpretation. Request clarifications in accordance with the instructions above.

N. ORDER OF PRECEDENCE

The contract to be entered into as a result of the RFP ("Contract") will consist of the following Contract Documents, listed in their order of precedence:

1. The Master Contracts executed by the parties and USM.
2. Contracts and/or purchase order issued by USM or institution.
3. The solicitation, including Exhibit A (Required Contract Provisions) and all other exhibits.
4. Offeror's proposal.

No modifications to this order of precedence will be accepted.

O. REQUIRED CONTRACT PROVISIONS

All proposals submitted, and the contracts executed by the successful offeror(s), are subject to Exhibit

A and Exhibit A-1 (if applicable).

By submitting a proposal, offeror is deemed to have accepted the terms of this RFP, including exhibits; a proposal that takes exception to the terms of the RFP may be rejected. Exceptions, if any, must be clearly identified in the transmittal letter enclosed with the technical proposal. Mutually agreeable modifications of the solicitation provisions, if allowed by law, will be documented by express identification in the final contract as superseding the pertinent provisions of the solicitation.

P. OFFEROR RESPONSIBILITIES

The successful offeror shall be responsible for all products and services required by this RFP. Subcontractors, if any, must be identified and a complete description of their role relative to the project must be identified.

Q. FALSE STATEMENTS

Offerors are advised that Maryland law provides that in connection with a procurement contract, a person may not willfully: falsify, conceal or suppress a material fact by any scheme or device; make a false or fraudulent statement or representation of a material fact; use a false writing or document that contains a false or fraudulent statement or entry of a material fact; or aid or conspire with another person to commit any of the aforementioned acts. A person who violates these provisions is guilty of a felony, and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years, or both.

R. PAYMENT TO THE CONTRACTOR; TAXES

Payment is governed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland. The State of Maryland is exempt from Maryland Retail Sales Tax and Federal Excise Tax.

S. PRESS RELEASES

The successful offeror shall issue no press release to any publication, including newspapers, with regard to work being conducted under this contract.

T. RECIPROCAL PREFERENCE

While Maryland law does not authorize state agencies to favor resident offerors, some other states grant preferences to their residents over Maryland businesses. Therefore, a resident business preference may be given to a Maryland firm if: A responsible offeror whose headquarters, principal base of operations, or principal site that will provide the services required by this RFP is located in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and the preference does not conflict with a Federal law or grant affecting the contract. The preference given shall be identical to the preference that the other state gives to its residents.

U. VENDOR ELECTRONIC FUNDS TRANSFER REGISTRATION

Contractors of the State are required to complete a COT/GAD Form X-10, *Vendor Electronic Funds Transfer (EFT) Registration Request Form*, for each new contract with a value greater than \$200,000. Vendors must register for EFT by submitting a completed COT/GAD Form X-10 to the Comptroller's General Accounting Division (GAD) or request an exemption from GAD. The revised form is on the Comptroller's Web site at <https://www.marylandcomptroller.gov/state-agencies/accounting/eft-ach-for-vendors.html>. The form will be provided to all successful bidders as part of the contract process.

V. NON-VISUAL ACCESS

The offeror shall ensure compliance in any applicable contract with State of Maryland IT Non-Visual Access Standards. The standards should be incorporated to the fullest extent possible for information technology contracts. These standards/policies may be revised from time to time and the offeror shall

comply with all such revisions. The Non-visual Access Clause noted in COMAR 21.05.08.05 and referenced in this RFP is the basis for the standards that have been incorporated in the Maryland regulations.

W. INTERGOVERNMENTAL COOPERATIVE PURCHASING

USM reserves the right to extend the terms, conditions, and prices of the contract awarded pursuant to this solicitation to USM institutions and to other State of Maryland higher educational institutions (St. Mary's College of Maryland, Morgan State University, and Baltimore City Community College) and public agencies with similar requirements. Each such entity will issue its own purchasing documents; USM assumes no contractual obligations on behalf of other users of its contracts. The foregoing applicability of terms, covenants, and conditions to future contracts is intended to provide consistency in contracts among contractors. It is not intended to preclude an institution from negotiating terms unique to its specific need or circumstances.

X. PARKING

All vehicles parked on USM or USM institution properties must strictly observe parking regulations. Many USM institutions require parking permits unless parked at a paid meter. Parking on sidewalks or unpaved areas is prohibited at all times. All fines for parking or other vehicle violations are the responsibility of the Contractor. This applies to vendors, salespersons, company vehicles, and Contractors' employees' personal vehicles. Long- and short-term permits are available, at designated rates, for vendors with contracts that require them to park regularly on the campus. For information regarding USM institutions parking policies and permits, see <https://www.usmd.edu/institutions/> for permit rates and information to support preparation of Bid/Price Proposal. **NOTE: Include parking fees in the Price Proposal.**

Y. SMOKING

Smoking, defined as the burning of tobacco or any other material in any type of smoking equipment, including but not restricted to cigarettes, cigars or pipes, is prohibited on all property owned, leased or operated by the USM or USM institutions. This consists of all buildings, including residence halls, leased restaurants and lodging facilities; all grounds, including exterior open spaces, parking lots and garages, on-campus sidewalks, streets, driveways, stadiums, recreational spaces and practice facilities; and in all USM or USM institution-owned or -leased vehicles. The policy applies to all individuals on USM campuses, including faculty, staff, students, parents, vendors and visitors. Contractors and their employees and subcontractors who violate the policy may be denied access to the USM campuses.

END OF SECTION II

SECTION III. EVALUATION PROCEDURE

A. EVALUATION COMMITTEE

All technical proposals received by the closing deadline will be evaluated by a committee appointed by the Procurement Officer. The committee may request additional technical assistance from any source within the USM, State government, or other sources deemed appropriate. Technical and price proposals will be evaluated independently.

B. QUALIFYING PROPOSALS

Proposals shall be initially reviewed for compliance with the solicitation requirements. Failure to comply with solicitation requirements may result in a proposal being classified as not reasonably susceptible of being selected for award. Minor irregularities in proposals that are immaterial or inconsequential in nature may be cured or waived whenever it is determined to be in the USM's best interest.

C. TECHNICAL EVALUATION

1. After determining compliance with the RFP's minimum requirements, the evaluation committee will assess and rank technical merit of each proposal in accordance with the criteria below.
2. At the discretion of the Procurement Officer following recommendation by the evaluation committee, a shortlist of qualified proposals may be established during the technical evaluation. Only shortlisted offerors would continue in the evaluation process; offerors not short-listed shall be so advised.

D. FINANCIAL EVALUATION

Price proposals will be evaluated separately from Technical Proposals. Do not submit price information in the technical proposal. **Price Proposals will be requested after a shortlist has been established.**

E. DISCUSSIONS - BEST AND FINAL OFFERS

1. The Procurement Officer may invite one or more qualified offerors for oral presentations of their proposals. Discussions or negotiations may be conducted with qualified offerors. The Procurement Officer reserves the right to make awards without discussion or negotiation.
2. When in the best interest of USM, the Procurement Officer may request that qualified offerors revise their initial proposals by submitting best and final offers.

F. EVALUATION CRITERIA

1. Technical and financial merit shall be accorded equal importance.
2. The technical evaluation criteria are listed below in descending order of importance:
 - a. Extent to which the offeror's proposal meets the RFP objectives (Section V)
 - b. Offeror's past performance and experience in higher education settings, including historically black colleges and universities (Exhibits F, G)
 - c. Offeror capacity, management, and personnel (Exhibit L)
 - d. Value-added services (Section V)

G. FINAL RANKING AND SELECTION

Following evaluation of the technical and price proposals, the evaluation committee will recommend to the Procurement Officer award to the responsible offeror whose proposal is determined to be the most advantageous to USM.

H. DEBRIEFING

Unsuccessful offerors may request a debriefing. If the offeror chooses to do so, the request must be

submitted in writing to the Procurement Officer within ten days after the offeror knew or should have known its proposal was unsuccessful. Debriefings shall be limited to discussion of the specific offeror's proposal only and shall not include a discussion of a competing offeror's proposal. Debriefings shall be conducted at the earliest feasible time.

END OF SECTION III.

SECTION IV. INFORMATION REQUIRED IN ALL PROPOSALS

A. ORGANIZATION OF TECHNICAL PROPOSAL SUBMISSION

1. The technical proposal must be submitted electronically not later than the date and time indicated on the Key Information Summary Sheet.
2. Submit via e-mail as an **attachment**. The e-mail address in which to submit the proposal is proposals@usmd.edu. This e-mail address is for the receipt and storage of authorized Proposals **ONLY**. It is not monitored for any other type of correspondence. All other correspondence should be directed to the appropriate procurement representative per the instructions contained in this document. The **solicitation name and number must appear in subject line of email** along with your **company name**.
3. If multiple e-mails are sent, each e-mail must include identifier of the number of e-mails in the subject line (i.e. 1 of 3, 2 of 3, 3 of 3 etc.)
4. Any e-mail attachment, or cumulative e-mail attachments, at or exceeding 150MB in size will not be accepted by the USM e-mail system. Zip files will also not be accepted by the USM. Offerors are permitted to separate e-mail attachments into multiple, clearly labeled, e-mails.
5. If product literature and other publications are needed to supplement the offeror's response, include a reference to the document name and page in text, and insert the product literature, etc., following the last section of the response.
6. Ensure that the technical proposal is page-numbered and prepared in a clear and concise manner that addresses each part of the RFP. **Do not include price information in the technical proposal.**

B. TECHNICAL PROPOSAL CONTENTS

1. Executive Summary/Transmittal Letter: Each proposal shall be covered by an executive summary/transmittal letter, prepared on the offeror's business letterhead, signed by an individual who is authorized to bind the firm to all statements, proposed services, and prices offered and must include offeror's address, telephone number, email address, tax identification number and a statement attesting to all terms and conditions or contract terms that Offeror is taking exception to.

Do not include price information in the transmittal letter.

The executive summary shall include a brief synopsis that demonstrates offeror's understanding of USM's requirements and highlights offeror's proposed solution/approach to the project.

The executive summary shall also include a statement identifying those portions of the technical proposal considered confidential or containing proprietary information or trade secrets as detailed in Section II.K.

2. Technical Proposal. Narrative discussing all objectives and requirements as outlined in Section V of this RFP to include: Interim Title IX Coordinator, Title IX consulting services, Title IX investigation services, Title IX decision-making services, informal or alternative resolution facilitation services, appointed party advisor services, administrative support services, value-added services, and Title IX and Clery Act training services (offerors are encouraged to propose a range of training modalities that they are equipped to deliver). Organize the technical response in the same sequence as Section V of this RFP, and address each separate item herein,

confirming compliance and describing in detail how offeror proposes to meet or exceeds each requirement.

3. Key Personnel. Offeror must complete Exhibit L for each key personnel proposed for the duration of the contract emphasizing specific experience on contracts similar in scope and volume to the requirements of this RFP. Do not state "see resume" on the Exhibit L.

In addition to the Exhibit L Key Personnel, the offeror must also provide a list of names and titles of team members who will be assigned to this contract including assigned project roles and tasks. Resumes must be submitted for all individuals identified on the list. Clearly define the division of responsibility among members of Offeror's team.

Offerors must complete an Exhibit L for all key individuals that will be assigned to the contract including, but not limited to, the following Key Personnel positions:

- a. **Account Representative(s)**: Contractor must provide an account representative(s) for this agreement who will handle the USM institutions' Task Order Requests. This is the person (or persons) that the USM institutions will directly contact for Task Order Requests for Proposals and utilization of the contract. Provide a resume on the assigned representative(s).
 - b. **Executive Manager**: This is the primary point of contact for the USM SSPC Procurement Officer or his/her representative. This is the person to whom the Account Representative reports and is the executive responsible for ensuring that sufficient resources are provided to USM and USM institutions during the Term or Terms of the Contract. This person would be the first point of escalation to resolve issues between USM and the firm.
 - c. **Interim Title IX Coordinator**: Refer to section V.G.1 for requirements
 - d. **Title IX Consulting Services**: Refer to Section V.G.2
 - e. **Title IX Investigator**: Refer to Section V.G.3.
 - f. **Title IX Decision Maker**: Refer to Section V.G.4
 - g. **Title IX Informal or Alternate Resolution Facilitator**: Refer to Section V.G.5
4. Training documentation: Refer to section V. F.2. for requirements.
 5. Company Profile. Complete the Company Profile form included with this RFP (Exhibit F), noting the website to be consulted for additional company information.
 6. Subcontractors. List each subcontractor proposed for the contract, with a complete description of its role and involvement. Duplicate the "Company Profile" form as necessary for this response.
 7. Offeror Experience on Similar or Relevant Projects. Complete the Firm Experience Form (Exhibit G), providing not less than three comparable projects previously or currently undertaken by offeror to include name, telephone number, e-mail address and title of the project manager and/or procurement officer for each. Identify the similarities and differences between projects recently completed and the proposed project. Documented success with Title IX services with experience in higher education is preferred. USM reserves the right to make such investigations as it deems necessary to confirm the responsibility of offeror. In the absence of information clearly indicating that the offeror is responsible, the Procurement Officer shall make a determination of non-responsibility.
 8. Additional Documentation. Furnish any additional documents that may become part of the

final agreement (e.g., Software License Agreements, General Terms & Conditions, etc.). USM reserves the right to ask offeror to furnish its most recent annual financial statements or other financial report to confirm financial capacity and stability.

9. Value-Added Services: See Section V.10.

10. Sample Reports: See Section V.J

C. BID/PROPOSAL AFFIDAVIT

Complete the Bid/Proposal Affidavit (Exhibit B) and submit with the technical proposal.

D. CONTRACT AFFIDAVIT

The Contract Affidavit included in this solicitation as Exhibit E is a sample, for information purposes only. If a contract is awarded as a result of this procurement, only the successful Offeror must complete the Contract Affidavit; do not enclose it with the technical proposal.

E. ADDENDA ACKNOWLEDGMENT FORM

Should one or more addenda be issued to this RFP, offerors shall acknowledge receipt of each on the Addenda Acknowledgment Form (Exhibit K). Identify each addendum by number and date, sign the form.

F. CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Complete the Conflict of Interest Affidavit and Disclosure (Exhibit O) and enclose with the technical proposal

G. PRIME CONTRACTOR LIST OF CONTRACTORS

Complete (Exhibit P) and enclose with the technical proposal.

END OF SECTION IV.

SECTION V. SPECIFICATIONS/SCOPE OF WORK

A. BACKGROUND

The Strategic Sourcing Procurement Center (SSPC) is an initiative of the University System of Maryland Collaborative Services, designed to transform procurement operations across our institutions. Our mission is to deliver streamlined, cost-effective, and innovative procurement solutions that drive value for the USM community.

The University System of Maryland is the State's public higher education system that enrolls more than 170,000 students worldwide. Benefiting students, as well as Maryland and its citizens, USM offers expansive access to affordable, high-quality educational opportunities, performs groundbreaking research and promotes economic growth. The university system comprises 12 institutions, three regional higher education centers, and a system office. USM has an annual operating budget of \$5.8 billion dollars (FY 2020). The USM's nationally ranked programs, leading-edge research collaborations, and innovative business partnerships provide opportunities that support the USM mission and the goals of the USM Strategic Plan as students are prepared for both the promises and demands of the new century. For information regarding USM institutions, see <https://www.usmd.edu/institutions/>.

B. SUMMARY

The University System of Maryland (USM) is seeking qualified contractors to provide Title IX services and support, including but not limited to the following services:

- Interim Title IX Coordinator Services
- Title IX consulting/coordinating, party advisor services, and policy review.
- Investigative services
- Hearing officer/decision-making services (including initial decision and/or appeal),
- Informal resolution facilitation services
- Title IX and Clery Act Training services (in-person, and/or virtual, and/or online modules/toolkits, and/or workshops, and/or seminars, etc.)
- Administrative support
- Value-added services

The Contractor will not provide legal advice or representation to the USM or any Institution. This procurement is limited to services relating to handling, adjudication, and resolution of allegations of violation of Institution policies.

The resulting contracts will be utilized primarily by Towson University (TU), University of Maryland Global Campus (UMGC), University of Maryland, Baltimore County (UMBC), Coppin State University (CSU), Bowie State University (BSU), and St. Mary's College of Maryland; however, any University System of Maryland (USM) institution and other State of Maryland higher education institutions may utilize the resulting contracts.

USM's Strategic Sourcing and Procurement Center (SSPC) will manage the resulting master contract; however, resulting task orders will be managed by the appropriate institution.

Note: For purposes of this Solicitation, in the instances where a USM institution is managing a task order/purchase order, all references to "USM" or "Institution", with the exception of the management of the Master Contract, shall mean the applicable institution.

C. MASTER CONTRACT AWARD/CONTRACT USE

1. Upon selection of the master contractors and approval of awards, a non-exclusive, master contract ("Master Contract") will be executed between USM and the awarded contractors. Multiple Master Contract awards are anticipated.
2. Institutions may contact two or more Master Contractors. Institutions, at its sole discretion,

may also contact a single Master Contractor if:

- a. The institution's procurement policies permit; and/or
 - b. If it is determined by the institution to be in its best interest.
3. Institutions will issue purchase orders (or any other mechanism the institution utilizes) to authorize the commencement of services. A Contractor may not proceed with services until formal authorization is received from the institution.
 4. Once a purchase order is issued, the Contractor will deal directly with the Institution regarding specific Title IX service needs in accordance with the resulting contract. By utilizing the Master Contract, the Contractor accepts the terms and conditions of the Master Contract.
 5. USM makes no guarantee that any purchase orders will be issued, or any minimum dollar amount will be spent under the resulting Master Contract. However, USM anticipates that institutions will elect to utilize the resulting Master Contract for projects due to the ease of using the Master Contracts including, but not limited to, favorable pricing.

D. CONTRACT TERM

1. The initial contract term is for three (3) years with the USM retaining the sole discretion to renew the contract for one (1) additional two-year (2-year) renewal option.
2. Any purchase order issued before, but completed after, the effective termination date of the Contract is to be honored with all terms, conditions, specifications and costs of the Contract until the work is completed and accepted by the Institution.

E. PROJECTED VOLUMES

1. USM Institutions currently spend an estimated combined annual total of approximately \$450,000 on Title IX services.
2. Contracts awarded as a result of this RFP shall be indefinite delivery, indefinite quantity (IDIQ). USM makes no minimum guarantee of usage of this contract after award.

F. QUALIFICATIONS

Required Qualifications:

1. A minimum of five (5) years of experience handling Title IX-related matters for public and/or private colleges and universities.
2. All Contractor employees providing services to the institution's must have completed current training in compliance with Title IX regulations, as well as the University's Title IX policies, procedures, and processes. Training materials must be submitted to the University upon request or -prior to the commencement of services, whichever occurs first.
3. Demonstrated ability of investigators starting and completing Title IX investigations within 90 days of receiving the complaint (subject to reasonable delays.)
4. Proficiency in practical application of Title IX law and regulations the Clery Act as amended (to include the Violence Against Women Act) as well as the ability to become proficient in application of Maryland law and USM and Institutions' Title IX policies and procedures.
5. Experience serving as a hearing or grievance officer and/or appeals officer, preferably in higher education.
6. If seeking to provide training services, the contractor must possess the ability to provide Title IX and Clery Act training for various audiences (e.g., students, faculty, staff, board members, etc.) in a variety of settings (e.g., individual and/or group settings), using various modalities (e.g., in-person, virtual, and web-based.)
7. Ability to be thorough, comprehensive, efficient, and cost-conscious in time spent on all the tasks identified in the scope of services.

Preferred Qualifications:

1. Three (3) years of experience providing Title IX services at Historically Black Colleges and Universities (HBCUs).

G. SCOPE OF SERVICES

The services below will be provided on an as-needed/requested basis. Each Institution has different service level needs. Not all services listed below are required by every Institution. A different member of the Contractor's staff must be assigned to each of the services below. Services will be performed off-site and on-site.

1. Interim Title IX Coordinator: From time to time, some Institutions may be in need of services directly supporting Title IX Coordinator role. Contractor will provide a professional to serve as Interim Title IX Coordinator as needed, to fill a temporary vacancy. Assigned professionals will have received training that is relevant and required to serve in the role being performed and meet all requirements as set forth in the Title IX regulations and Institution policy. The services outlined for the Interim Title IX Coordinator below will be available to any Institution on an as-needed basis:
 - Support includes managing the Institution's response to reports of sexual harassment or discrimination on the basis of sex.
 - Overseeing the Institution's processes for reports and complaints of sex-based discrimination and sexual harassment, providing training and consultation on matters related to equity, overseeing applicable institutional policies and procedures, and monitoring process and procedures related to job searches.
 - As needed, response will include overseeing and managing active complaints and reports, drafting and sending appropriate communications, documenting and recording the institutional response to reports, (consistent with record keeping requirements).
 - Oversee the provision and implementation of supportive measures.
 - Conduct and/or oversee the implementation of Title IX trainings for various campus audiences.
2. Title IX Consulting Services: Consulting services provided virtually, via e-mail or telephone. Consulting services will not include legal advice or services. Consulting services may include, but are not limited to, the following:
 - Provide templates and support for drafting investigative reports and written determinations
 - Consulting with Title IX team on case-by-case basis to advise on administering policies and procedures
 - Reviewing training materials and/or relevant institutional policies and procedures to align with current industry standards and best practices.

Contractors will not be providing legal advice or representation to Institutions, and consulting services will relate to operation of the Title IX program.

3. Title IX Investigation Services:
 - Provide reliable, impartial, and thorough investigation services conducted by professional investigators in accordance with requirements set forth in the Title IX regulations, applicable Maryland law, and the applicable policy and grievance procedures, including but not limited to the following:
 - Developing an investigation plan
 - Interviewing parties and witnesses
 - Collecting evidence
 - Preparing an investigation file
 - Preparing detailed investigation reports that outline the investigation and evidence consistent with Institution policy.
 - Below are links to institutional Title IX webpages where policies and other relevant information are located:
 - USM - [Title IX - USM](#)
 - BSU - [Title IX | Bowie State](#)

- CSU - [Title IX Compliance | Coppin State University](#)
 - FSU - [Office of Federal Regulatory Compliance](#)
 - SU - [Title IX Coordinator/Fair Practices Officer | Salisbury University](#)
 - TU - [Sexual Harassment & Other Sexual Misconduct \(Title IX\) | Towson University](#)
 - UB - [Title IX Resources](#)
 - UMB - [Title IX - Accountability and Compliance](#)
 - UMBC - [Title IX/ Sexual Misconduct – Office of Equity and Civil Rights – UMBC](#)
 - UMCP - [Home | Office of Civil Rights & Sexual Misconduct](#)
 - UMES - [Title IX and Sexual Misconduct | Office of Institutional Equity and Compliance](#)
 - UMGC - [Sexual Misconduct \(Title IX\) Policy | UMGC](#)
 - UMCES - [Sexual Misconduct Resources | University of Maryland Center for Environmental Science](#)
 - UMSH - [Title IX | The Universities at Shady Grove](#)
 - SMCM - [Office of Title IX Compliance and Training | SMCM](#)
4. Title IX Decision-Making Services:
- Serve as a trained, neutral, unbiased decision maker/hearing officer, to adjudicate formal complaints under Title IX, oversee the hearing process, manage the participation of involved parties and their advisors, determine the relevance of all evidence presented, and draft and issue a written determination regarding responsibility following the hearing in accordance with the requirements set forth in applicable policies and procedures.
 - Decision makers may participate as members of a hearing panel along with Institution representatives, or in a team of two or more provided by Contractor.
 - Individuals trained as Title IX decision makers may also act as appeal officers (in matters where they did not serve as investigator or decision maker) upon request.
 - Prepare clear and comprehensive written determinations which include the rationale behind decisions, sanctions to be imposed (if applicable), and any remedial measures that may be implemented, in accordance with applicable policies and procedures.
5. Informal or Alternative Resolution Facilitation Services:
- Facilitate informal or alternative resolution services.
 - If resolved, the informal resolution facilitator will work in consultation with the Title IX Coordinator to comply with all recordkeeping responsibilities and finalize the informal process outcome, consistent with institution policy
6. Appointed Party Advisor Services:
- Party Advisor services to include advisors working directly with the Party assigned to them by the Institution. At a minimum, advisors will review the investigative report with the assigned Party, prepare for and participate in the live hearing with the assigned Party, and conduct cross-examination on behalf of the assigned party during the hearing process. Party Advisors are also responsible for other advisor responsibilities as needed and as permitted under Title IX and Institution policy.
7. Administrative Support Services:
- Administrative support services to include scheduling and coordination of meetings, interviews, or hearings, drafting of notices or other Title IX-related documentation, management of virtual meeting invitations, facilitation of virtual meetings and hearings.
 - Ensure timely delivery of outcome letters to all relevant parties, maintaining confidentiality and privacy as required pursuant to law and the institution policies
 - Other administrative support services as necessary and appropriate.
8. Title IX and Clery Act Training Services: Offerors are encouraged to propose a range of training modalities that they are equipped to deliver, including but not limited to:
- In-person/virtual or web-based training on topics including (modality to be

determined by Institution in conjunction with the contractor):

- Investigations
 - Hearing officer competencies
 - Understanding the applicable Title IX regulations
 - Best practices in adjudications and appeals
 - Or other topics as may be requested
 - Online Modules and Toolkits
 - Interactive online modules covering essential Title IX topics including compliance, reporting, and sexual harassment prevention.
 - Comprehensive self-help toolkit with access to form required notices and model reports; templates to use in documenting compliance with the Institution's policies and procedures.
 - Conduct customized workshops, seminars, and/or programs designed to engage participants in active learning and facilitate discussions around Title IX requirements, rights, and responsibilities.
9. Value-Added Services:
Offerors shall propose any additional value-added services that may be provided including, but not limited to: Clery Act compliance or training, behavioral intervention and threat assessment models or tools, collegiate athletics NCAA compliance, etc.

H. RESPONSE TIME

1. The Contractor is expected to respond to the Institution within 24 to 48 hours of the initial request for services. Failure to respond may result in the termination of the master contract with the awarded offeror. In addition, the contractor shall comply with the timelines outlined in each institution's Title IX policy and procedures, to include but not limited to the following:
 - Scheduling hearings after receiving the investigative report.
 - Responding to students, advisors, and Title IX staff throughout proceedings.
 - Issuing draft reports, final determinations, and/or informal resolution outcomes.

I. PAYMENT TERMS

1. Payments will be made monthly (Net 30) for services rendered in the preceding month at the rates detailed in the contractor's pricing proposal.
2. Each Institution is responsible for payment resulting from purchase orders or contracts issued by the Institution.
3. All invoices provided by the contractor must be received by the institution no later than the 15th of the month following the month in which services are rendered and shall include the Institution's name, purchase order number (if applicable), service description, labor type, number of hours, and hourly rate.
4. Institutions reserve the right to request supplemental documentation with invoices for labor performed, e.g., labor/service tickets, timesheets, etc.

J. REPORTING REQUIREMENTS

1. Sales Reports
Contractors shall provide quarterly sales reports to the USM Strategic Sourcing Procurement Center (SSPC) at sspc@usmd.edu fifteen days after the conclusion of each quarter. The quarterly report shall include, but not be limited to:
 - List of all purchase orders ("P.O.") issued within the quarter
 - Name of institution that issued the P.O.
 - Dates of P.O. issued
 - Descriptions of services
 - P.O. amounts
 - Invoices paid against P.O. with invoice details (invoice #, invoice amount)

Sample reports are required to be submitted with the offeror's technical proposal.

2. Contractors must notify the USM Strategic Sourcing Center via e-mail at sspc@usmd.edu when they receive a purchase order/task order valued at \$200,000 or more.
3. Ad-hoc reports may be required as needed.

END OF SECTION V

The provisions contained in this exhibit will be incorporated and be a part of the contract entered into between the University System of Maryland (USM) and any contractors as a result of this procurement.

1. Affirmation - Contingent Fees

The Contractor shall submit with its bid/proposal a Procurement Affirmation regarding contingent fees in the form required by USM's Procurement Policies and Procedures.

2. Affirmation - Debarment

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

3. Affirmation Regarding Debarment of Related Entities

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

4. Affirmation - Non-Collusion

The Contractor shall submit with its bid/proposal a Non-Collusion Affirmation in the form required by USM's Procurement Policies and Procedures.

5. Affirmation Regarding Bribery Convictions

The offeror warrants that neither it nor any of its officer, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

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

6. Affirmation Regarding Other Convictions

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

7. Affirmation Regarding Sub-Contractors

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

8. Affirmation - Drug and Alcohol Free Workplace

The contractor warrants that the contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that the contractor shall remain in compliance throughout the term of this contract.

9. Certification of Corporation Registration and Tax Payment

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

10. Affirmation - Financial Disclosure

The Contractor shall submit with its bid/proposal a Financial Disclosure Affirmation in the form required by USM's Procurement Policies and Procedures.

11. Affirmation - Political Contribution Disclosure

The Contractor shall submit with its bid/proposal a Political Contribution Disclosure Affirmation in the form required by USM's Procurement Policies and Procedures.

12. Contract Affidavit

The successful bidder shall submit, prior to contract award, a Contract Affidavit in the form required by USM's Procurement Policies and Procedures.

13. Affirmative Action

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

14. Amendments and Modifications

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. Amendments may not significantly change the scope of the contract.

15. 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.

16. 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.

17. Compensation and Method of Payment

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

18. Confidentiality; dissemination of Information

Contractor shall not release any information related to services or performance of the services under this Contract, nor publish any final reports or documents without the prior written approval of the USM. Contractor shall indemnify and hold harmless the State and the USM, its officers, agents and employees from all harm which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, of any information, data, documents, or materials pertaining in any way to this Contract by Contractor, its agents or employees.

19. 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.

20. Contract Modifications and 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 cost

reasonably incurred by the Contractor in attempting to comply with such defective specifications.

e. If the Contractor intends to assert a claim for an equitable adjustment under this clause, he shall, within 30 days after receipt of a written change order under 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 USM. 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.

21. 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 USM's representative.

22. Contractor's Invoices

Contractor shall include its Taxpayer Identification Number on the face of each invoice billed to the USM. If a Purchase Order document is issued, the Purchase Order Number must be included.

23. Cooperation with USM and State Representatives

Before any of the work shall begin, the Contractor shall confer with the USM'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.

24. 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.

25. 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 USM 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.

26. Delivery and Acceptance

Delivery shall be made in accordance with the specifications. The USM 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.

27. Disputes

a. This contract is subject to the USM's Procurement Policies and Procedures.

b. Except as otherwise may be provided by law, all disputes arising under or as a result of a breach of this contract that are not disposed of by mutual agreement shall be resolved in accordance with this clause.

c. As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract

terms, or other relief, arising under or relating to this contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this clause.

d. A claim shall be made in writing and submitted to the procurement officer for decision in consultation with the Office of the attorney general within thirty days of when the basis of the claim was known or should have been known, whichever is earlier.

e. When a claim 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.

f. The contractor, at the discretion of the procurement officer, may be afforded an opportunity to be heard and to offer evidence in support of his claim.

g. The procurement officer shall render a written decision on all claims within 180 days of receipt of the contractor's written claim, unless the procurement officer determines that a longer period is necessary to resolve the claim. 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 for the reasons of such time extension. The 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 USM.

h. 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 30 days of receipt of the decision.

i. Pending resolution of a claim, the contractor shall proceed diligently with the performance of the contract in accordance with procurement officer's decision.

28. 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 USM 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

29. FERPA

The Parties agree to maintain the privacy and security of personally identifiable educational records and health information and to prevent disclosure in compliance with Federal laws.

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

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.

If the Contractor's price includes the cost of Contractor furnishing any other material, equipment, supplies, or other items in connection with the Contract, the Contractor shall pay the Maryland sales tax.

31. Inspection by the USM

The USM 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

USM to permit the inspector to determine the Contractor's conformity with these specifications and the adequacy of the work being performed.

32. Intellectual Property

Contractor agrees to indemnify and save harmless the USM, 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.

33. Indemnification

The USM 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.

34. Insurance and Indemnification Provisions

a. The Contractor shall defend, indemnify and save harmless the USM 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.

(4) If automotive equipment is used in the operation, automobile liability insurance of \$1,000,000 combined single limit, each accident.

(5) If food products are used in the operation, 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, 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(5) above, such insurance shall cover and not exclude Contractor's liability for injury to the property of the USM and to the persons or

property of employees, students, faculty members, agents, officers, regents, invitees or guests of the USM.

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 USM. 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*.

35. 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.

36. 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 forbidden 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 USM and to prevent the loss of, or damage to the property of the USM 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 USM.

37. 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's Board of Regents (BOR) VI-1.50 – Policy on the Reporting of Suspected Child Abuse & Neglect, as well as the USM's Procedures for Reporting Suspected Child Abuse and Neglect. The above-referenced USM's Policy and Procedures are available in full at the following link:

[Microsoft Word - USMO Reporting Procedure 7-23-12-2.doc](#)

and are incorporated herein. The USM 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 USM, termination is necessary to protect the safety and welfare of children who come into contact with the USM community.

38. 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.

39. 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.

40. 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, the USM's policies, programs, and activities comply with federal and state laws and USM 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.

41. Non-Visual Access

The bidder or offeror warrants that the information technology offered under this bid 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 bidder 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.

42. 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 anytime during the performance of the services be made available to the USM upon request by the USM and shall become and remain the exclusive property of the USM upon termination or completion of the services. The USM 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 USM shall be the owner for purposes of copyright, patent or trademark registration.

43. 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.

44. Payment of State Obligations

Payments to the Contractor pursuant to this contract shall be made no later than 30 days after the USM'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.

45. Policies and Procedures

The USM's Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.

46. 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 USM, 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.

47. 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 USM, 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.

48. 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 USM or the USM employees when such loss or damage may be attributable to their actions or negligence or the actions or negligence of their employees.

49. Retention of Records

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

50. Set-Off

The USM may deduct from and set off against any amounts due and payable to the Contractor any back-charges or damages sustained by the USM 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.

51. 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 22 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.

52. 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 USM.

53. 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 USM.

54. 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 USM.

55. 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 provided upon request. Where a Contractor is required to furnish and install material in the construction of improvement to real property in performance of the Contract, the Contractor shall pay the Maryland sales tax and the exemption does not apply.

56. Termination of Contract for Convenience

The performance of work under the contract may be terminated by the USM in accordance with this clause in whole, or from time to time in part, whenever the USM shall determine that such termination is in the best interest of the USM. The USM 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's Procurement Policies and Procedures.

57. 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 USM 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 USM's option, become the USM's property. The USM 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 USM 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's Procurement Policies and Procedures.

58. 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

59. 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.



EXHIBIT B-BID PROPOSAL AFFIDAVIT

A. AUTHORITY

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 current positions and responsibilities with the business):

C. AFFIRMATION REGARDING OTHER CONVICTIONS RETAINED

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;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) 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 and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

D. AFFIRMATION REGARDING DEBARMENT

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

[Empty Box]

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 (indicate reasons why the affirmations cannot be given without qualification):

[Empty Box]

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. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT: 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.

I. 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 making of the Contract.

J. CERTIFICATION REGARDING INVESTMENTS IN IRAN

- (1) The undersigned bidder or offeror certifies that, in accordance with State Finance & Procurement Article, §17-705:
 - (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and
 - (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.
- (2) The undersigned bidder or offeror is unable to make the above certification regarding its investment activities in Iran due to the following activities:

K. I FURTHER AFFIRM THAT:

All claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission’s Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item for service.

L. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT: This Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of 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.

SIGNATURE OF AUTHORIZED REPRESENTATIVE & AFFIANT

DATE

PRINT NAME OF AUTHORIZED REPRESENTATIVE & AFFIANT

TITLE OF AUTHORIZED REPRESENTATIVE & AFFIANT



A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT: The business named above is a (X applicable items):

- (1) [] Corporation [] domestic (i.e., organized in Maryland) [] foreign; or
(2) [] Limited Liability Co. [] domestic or [] foreign;
(3) [] Partnership [] domestic [] 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 & 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 & Department ID Number: _____

Address: _____

C. 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.

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 through 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State valued at \$200,000 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.

E. DRUG AND ALCOHOL FREE WORKPLACE

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's 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'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 §(2)(b), above;

(h) Notify its employees in the statement required by §(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 §(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §(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 §(2)(a) through (j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §(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, certification, or acknowledgments contained in that certain Bid/Proposal Affidavit dated _____ 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 is 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.

SIGNATURE OF AUTHORIZED REPRESENTATIVE & AFFIANT

DATE

PRINT NAME OF AUTHORIZED REPRESENTATIVE & AFFIANT

TITLE OF AUTHORIZED REPRESENTATIVE & AFFIANT

This agreement made the _____ day of _____, Two thousand and _____, by and between the Contractor and the University System of Maryland, herein called "USM", for the consideration here mentioned agree as follows:

Article 1. Scope of Contract - Contractor shall furnish all materials and perform all of the work described in the Contract Documents, and shall comply with all of the terms and conditions of the Contract Documents, all of which are made a part hereof and are referred to herein as "the Contract."

Article 2. Contract Documents – The Contract between the parties is set forth in the Contract Documents which consist of the following, listed in their order of precedence:

- A. This Contract,
- B. University System of Maryland- Request for Proposals, for the Procurement of _____, USM, RFP No. _____ including all attachments, exhibits, and addenda, and subsequent Purchase Order, and
- C. Contractor's Proposal dated _____, submitted in response to the RFP (hereinafter referred to as the "Proposal.")

In the event of a conflict between the terms and conditions of any of the Contract Documents, the controlling terms and conditions shall be in the above listed order of precedence.

Article 3. Services- The Contractor's performance under this Contract shall be in accordance with the requirements generally set forth in the RFP and specifically described in Section V., Specifications as set forth in the Contractor's Technical Proposal.

Article 4. Term of Contract- The term of the contract shall be one year from the date that USM provides the Contractor with a Notice of Proceed. The USM shall have the option to exercise four annual renewal options, said options to be exercised at the sole discretion of USM. Should USM elect to renew the contract, all prices, terms and conditions will remain in effect.

Article 5. Contract Price- USM shall pay the Contractors as follows:

Total Contract Price: _____

Article 6. Payment of State Obligations- Contractor will be paid for services rendered in accordance with the terms and conditions of the Contract Documents and upon submission of proper invoices submitted to the USM, Accounts Payable Office. The Contractor's Federal Identification Number and the USM's Purchase Order number must be included on all invoices. USM is exempt from the payment of taxes and shall provide the Contractor with a copy of tax-exempt certificate upon request.

Electronic funds will be used by the State to pay the Contractor for this Contract and any other State payments due to Contractor unless the State Comptroller's Office grants Contractor an exemption.

Article 7. **Limitation of Liability**- USM shall not be liable for any indirect, special or consequential damages, such as loss of anticipated profits or other economic loss in connection with or arising out of services provided in the Contract.

Article 8. **Assignment**- USM may assign this Contract with Contractor's written consent, which shall not be unreasonably withheld.

Remove Sections 9 and 10 if contract does not have an MBE requirement and renumber Section 11.

Article 9. **Minority Business Enterprise Participation**- An MBE participation goal of xx percent of the total project dollar amount has been established for this project.

Article 10. **Liquidated Damages Provision Related to MBE Requirement**- This contract requires the Contractor to make good faith efforts to comply with the Minority Business Enterprise ("MBE") Program and contract provisions. USM and the Contractor acknowledge and agree that the University 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 the MBE contract provisions. The parties further acknowledge and agree that the damages USM might reasonably anticipate to accrue as a result of such lack of compliance are difficult to ascertain with precision.

Therefore, upon a determination by the University 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 USM at the rates set forth below. The Contractor expressly agrees that USM 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 USM is anticipated to incur as a result of such violation.

1. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$24.93 per day until the monthly report is submitted as required.
2. 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): \$ 87.24 per MBE subcontractor.

3. Failure to comply with COMAR 21.11.03.12 in 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.
4. Failure to meet the Contractor's total MBE participation goal and sub-goal 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 University reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law.

Article 11. **Governing Law**- The terms of this contract shall be governed by the laws of the State of Maryland.

Article 12. **Entire Agreement**- This contract, including all Contract documents, constitutes the entire agreement between the University and the Contractor. No waiver, modification or amendment of any of the terms or conditions hereof shall be effective unless set forth in writing and duly signed by the Contractor and USM.

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized officer, agents or official on the day and year first above first written.

CONTRACTOR

Corporate Officer or Authorized Agent

Date

Printed Name & Title

UNIVERSITY SYSTEM OF MARYLAND

Witness

Authorized Agent

Date

Printed Name & Title



EXHIBIT F- COMPANY PROFILE FORM

Company Name: _____

Date of Incorporation: _____ State of Incorporation: _____

Type of Work Performed:

Number of Years in Business: _____

Other or former names under which your organization has operated: _____

Type of Organization (e.g., Corp., Partnership, Individual, Joint Venture): _____

Name of Principal(s) and Title(s):

Brief History of the Company:

Total Number of Employees: _____

Number of Field Employees (Excluding Supervisory): _____

Number of Field Supervisory Personnel: _____

Number of Office Personnel (Excluding Supervisory): _____

Number of Office Supervisory Personnel: _____

Bonding Co.: _____ Bonding Capacity: _____



Exhibit G
Firm Experience

Offeror: _____

Name: _____

Project Dollar Size: _____

Start Date: _____

Completion Date: _____

Client/Customer: _____

Address: _____

Contact Person _____

Telephone: _____

Email: _____

Project Manager: _____

Description of the Project:

Similarities Between this Project and USM's Project:

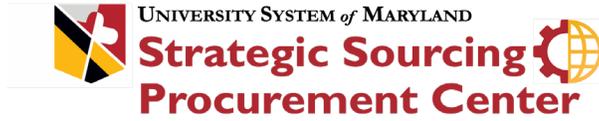


Exhibit K- Addenda Acknowledgment

Company Name of Bidder or Offeror: _____

Solicitation Number: _____

Solicitation Title: _____

Due Date: _____

Acknowledgement

I hereby acknowledge receipt of the following addenda which have been issued regarding the above referenced solicitation:

Addendum #1, issue date: _____

Addendum #2, issue date: _____

Addendum #3, issue date: _____

Addendum #4, issue date: _____

Addendum #5, issue date: _____

SIGNATURE

DATE

PRINTED NAME

TITLE

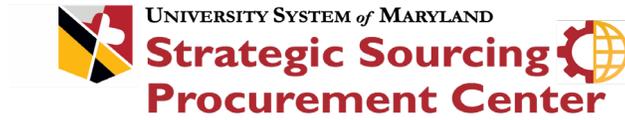


EXHIBIT L- KEY PERSONNEL FORM

Solicitation Name: _____
 Solicitation No.: _____

Bidder/Offeror Name: _____
 Key Personnel Name: _____
 Proposed Position Assigned: _____

1. Educational Background

Institution	Degree/Diploma/Certification	Major (if any) & Date of Degree

2. Employment History

If key personnel have more than three (3) previous employers, provide complete employment history via supplemental page(s) attached to this form.

Employer	Dates of Employment (from/to)	Position Held

3. Project References

Furnish reference data for project owners/clients for specific projects to which key personnel were assigned. References from projects listed in §5 of this Exhibit L are preferred.

Contact Person	Company Name	Telephone & Email
Description of Project		

--

Contact Person	Company Name	Telephone & Email
Description of Project		

Contact Person	Company Name	Telephone & Email
Description of Project		

4. Achievements/Other Notations (Optional):

--

5. Similar Project/Contract Experience

List at least three (3) prior projects.

Project Name	Project Value	Completion Dates (from/to)
Key Personnel Role	Client Name	Client Contact (email/phone)
Project Description		

Project Name	Project Value	Completion Dates (from/to)
Key Personnel Role	Client Name	Client Contact (email/phone)
Project Description		

Project Name	Project Value	Completion Dates (from/to)

Key Personnel Role	Client Name	Client Contact (email/phone)
Project Description		



EXHIBIT N- PRE-BID/PROPOSAL CONFERENCE RESPONSE FORM

Solicitation Name: _____

Solicitation No.: _____

Bidder/Offeror's Company Name: _____

Contact Name: _____

Phone: _____

Email: _____

- ❖ I am a Certified Minority Business Enterprise: Yes No MDOT Certification # _____
- ❖ I am a Certified Small Business: Yes No Certification # _____
- ❖ I am a Certified Veteran Business: Yes No Certification # _____

A **VIRTUAL** Pre-Bid/Proposal Conference will be held on the date identified in the Key Summary Information Sheet via **Microsoft Teams**. Please return this form not later than 48 hours in advance of the conference and you will be provided with the Teams link.

- ❖ I will attend the Pre-Bid/Proposal Conference: Yes No
- ❖ I intend to bid/propose for the above referenced solicitation: Yes No

If you will attend the Pre-Bid/Proposal Conference, please indicate the following:

❖ Number of representatives that will attend the Pre-Bid/Proposal Conference: _____

❖ Email addresses of representatives that will be attending the Pre-Bid/Pre-Proposal Conference:

Name: _____ Email address: _____

Name: _____ Email address: _____



EXHIBIT O- CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Reference COMAR 21.05.08.08

- 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 state in COMAR.21.01.01.01B (64) and includes a Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent 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 Proposal is made.
- C. The Offeror warrants, that except as disclosed in §D, below there is 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 (explain in detail- attach additional sheets if necessary):
- E. The Offeror agrees that if an actual or potential of interest arises after the date of this affidavit, the Offeror shall 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 Offeror has taken and proposed to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been award and the 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.

SIGNATURE OF AUTHORIZED REPRESENTATIVE & AFFIANT

DATE

PRINT NAME OF AUTHORIZED REPRESENTATIVE & AFFIANT

TITLE OF AUTHORIZED REPRESENTATIVE & AFFIANT