

USM-2605

SYSTEMWIDE OMBUDS SERVICES

Prospective bidders/offerors who obtained this document from the USM's 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

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-2605

SYSTEMWIDE OMBUDS SERVICES

RFP ISSUE DATE:	December 19, 2025
RFP ISSUING OFFICE:	University System of Maryland, Strategic Sourcing Procurement Center
PROCUREMENT OFFICER REPRESENTATIVE:	Name: Wendy Childs Phone: (301) 445-2776 Email: wchilds@usmd.edu
PROCUREMENT OFFICE LOCATION:	University System of Maryland Strategic Sourcing Procurement Center 3300 Metzertott Road Adelphi, MD 20783
DEADLINE FOR QUESTIONS:	January 7, 2026 @ 4:30 PM (EST)
CLOSING DATE/TIME: (Not a Public Proposal Opening)	January 19, 2026 @ 2:00 PM (EST)
ORAL PRESENTATIONS:	TBD
CONTRACT TERM:	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.

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) 455-2776 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.

Solicitation No.: _____ Solicitation 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 USM 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:

Remarks: _____

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 - Minority Business Enterprise (MBE) Participation Package
- EXHIBIT E - Sample Contract
- EXHIBIT F - Company Profile
- EXHIBIT G - Firm Experience
- EXHIBIT K - Addenda Acknowledgment
- EXHIBIT L - Key Personnel Form
- EXHIBIT O - Conflict of Interest Affidavit and Disclosure
- EXHIBIT P - Prime Contractor List of all Subcontractors

SECTION I. INFORMATION FOR OFFERORS

A. SUMMARY STATEMENT

The primary mission of Ombuds Services is to provide an independent, impartial and confidential resource to assist individuals to surface, manage, or resolve work related issues, including early and informal resolution of conflicts at the lowest levels possible without the need to pursue formal grievance processes. In addition, the Ombuds is designed to alert Organization officials, without breaching confidentiality, about systemic problems or general trends that merit further review or consideration for the good of the Organization and its employees. In keeping with national norms, those who utilize Ombuds services, are referred to as "visitors" – USM and or using institution faculty, staff, and graduate students. The Ombuds is neither an advocate for its visitors nor does it represent Organization's management. Rather, the Ombuds is an advocate for respectful dialogue, fair practices, and mutual understanding.

The University System of Maryland (USM) is seeking qualified contractors to provide Ombuds services and support, to organization employees, management, and graduate students (visitors) including but not limited to the following services:

- Provide Ombuds services to employees and management.
- Act as informal communication resource without replacing formal channels.
- Serve as early warning system by sharing trends while maintaining confidentiality.
- Facilitate communication between disputing parties when requested.
- Conduct outreach and education about Ombuds services.
- Develop and maintain administrative procedures for efficient Ombuds operations.
- Comply with this solicitation and the International Ombuds Association (IOA) Code of Ethics and Standards of Practice
- Use professional judgment and respond promptly in a courteous manner.
- Ensure qualified personnel and avoid conflicts of interest.
- Maintain strict confidentiality with exceptions for consent or imminent harm.
- Notify executive if confidentiality is breached due to imminent harm.
- Protect organization's proprietary information from disclosure.
- Resist subpoenas or document requests for confidential communications.
- Report systemic issues or trends to leadership using nonconfidential data.

Nothing in this solicitation shall be construed as the provision of legal services by Ombuds to the Organization or to any inquirer, and nothing in this solicitation will create a counselor or attorney-client relationship between Ombuds and the Organization or between Ombuds and any inquirer.

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 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. 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.

D. INSURANCE

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:

1. 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.
2. Worker's compensation Insurance and unemployment insurance as required by the laws of the State of Maryland.
3. If automotive equipment is used in the operation, automobile liability insurance of \$1,000,000 combined single limit, each accident.
4. If food products are used in the operation, food products liability insurance, if not included in the comprehensive coverage, with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident.

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.d. 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.

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.

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.

E. 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.

F. 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 (BAFO). This period may be extended by mutual written agreement between the offeror and USM.

G. 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.

H. 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 USM and/or the State of Maryland, and contract execution on behalf of USM.

I. ALTERNATE PROPOSALS

Neither multiple nor alternate proposals will be accepted.

J. MINORITY BUSINESS ENTERPRISE UTILIZATION

An MBE subcontract participation goal of 5 percent of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agree that this percentage of the total dollar amount of the contract will be performed by certified minority business enterprises.

By submitting a response to this solicitation, the bidder or offeror agrees that these percentages of the total dollar amounts of the contract will be performed by certified minority business enterprises as specified.

- ❖ A prime contractor — including an MBE prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- ❖ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

Note: Per Exhibit D, Attachment 1A, when a certified MBE firm participates as a prime contractor on a Contract, a procurement agency may count the distinct, clearly-defined portion of the work of the Contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the overall MBE participation goal.

K. LIQUIDATED DAMAGES PROVISION RELATED TO MBE GOAL

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 Institution will incur damages, including but not limited to, loss of goodwill, detrimental impact on economic development and diversion of internal staff resources if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE contract provisions. The parties further acknowledge and agree that the damages USM and Institutions might reasonably anticipate to accrue as a result of such lack of compliance are difficult to ascertain with precision.

Therefore, upon a determination by USM 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 the Institution may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation listed below, the agreed upon liquidated damages are reasonably proximate to the loss the Institution 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, USM reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law.

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

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 discussions 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 straight-forward, concise description of the offeror's ability to fulfill the requirements of this solicitation.

K. PUBLIC INFORMATION ACT NOTICE

An offeror should give specific attention to the identification of those portions of the proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State pursuant to the Public Information Act (the "PIA"), codified in General Provisions Article ("GP"), Title 4 of the Md. Code Ann.

L. EXECUTION OF PROPOSALS

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

1. Sole Proprietorship. The proprietor must sign a full name, with an 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 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 the 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 contract executed by the parties and/or purchase order issued by USM
2. The solicitation, including Exhibit A (Required Contract Provisions) and all other exhibits
3. 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.

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 educational institutions (e.g., 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 the 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 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 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 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

Technical and financial merit shall be accorded equal importance.

The technical evaluation criteria are listed below in descending order of importance:

1. Extent to which the offeror's proposal meets the RFP objectives (Section V)
2. Offeror past performance and experience in higher education settings (Exhibits F, G)
3. Offeror capacity, management, and personnel (Exhibit L)

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 will 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 bid 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 via the instructions contained in this document. The solicitation name and number must appear in the subject line of email along with your company name.
3. If multiple emails are sent, each email must include identifier of the number of emails in the subject line (ie: 1 of 3, 2 of 3, 3 of 3 etc.)
4. Any email attachment, or cumulative email attachments, at or exceeding 150MB in size will not be accepted by USM email system. Zip files will also not be accepted by the USM. Offerors are permitted to separate email attachments into multiple, clearly labeled, emails.
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.** Include an executive summary/transmittal letter for each 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. The executive summary/transmittal letter must include the following:
 - a. offeror's address, telephone number, email address, tax identification number
 - b. statement attesting to all terms and conditions or contract terms that Offeror is taking exception to.
 - c. a statement identifying those portions of the technical proposal considered confidential or containing proprietary information or trade secrets as detailed in Section II.K.
 - d. a brief synopsis that demonstrates offeror's understanding of USM's requirements and highlights offeror's proposed solution/approach to the project.

Do not include price information in the transmittal letter.

2. **Technical Proposal.** Narrative discussing all objectives and requirements as outlined in Section V of this RFP. 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 exceed each requirement.
3. **Exhibit L - Key Personnel Form(s).** Offeror's must complete the Exhibit L – Key Personnel Form, to provide the names of key offeror personnel proposed to USM for the duration of the contact 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. Offeror's who do not complete the required Exhibit L for key personnel may be deemed "not reasonably susceptible of being selected for award."

Offeror's must complete an Exhibit L for all key individuals that will be assigned to the contract including the following Key Personnel positions:

a. Ombudsman – Refer to section V.F.1 for requirements.

4. **Non-Key Personnel Team Members.**

a. Each Offeror must provide the name, email, and phone number for the following positions:

- **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).
- **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.

b. In addition to the Account Representative and the Executive Manager, provide a list of all non-key personnel team members who will be assigned to this contract including the following:

- Names
- Title
- Assigned project roles and tasks.
- Clearly define the division of responsibility among members of Offeror's team.

5. **Exhibit F - 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.** Provide a list each subcontractor proposed for USM's contract, with a complete description of its role and involvement. Include an "**Exhibit F - Company Profile**" form as necessary for this response. Subcontractors must also be listed on the "**Exhibit P - Prime Contractor List of ALL Subcontractors Anticipated/Used During Contract,**" refer to section IV.J.

7. **Exhibit G - Firm Experience. (Duplicate form as required).** Offeror Experience on Similar or Relevant Projects/References. Complete the Firm Experience Form (Exhibit G), providing not less than three comparable projects/contracts previously undertaken by offeror. Identify name, title, email address and telephone number of the project manager as well as the similarities and differences between projects recently completed and the proposed project. Documented success 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 request offeror to furnish its most recent annual financial statements or other financial report to confirm financial capacity and stability.

9. **Sample Reports.** Refer to section V.O.

10. **Training Documentation.** Refer to section V.F.1.b.

C. BID/PROPOSAL AFFIDAVIT

Exhibit B - 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 C 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. MBE UTILIZATION AFFIDAVIT

The MBE Utilization Affidavit is included in this solicitation as Exhibit D. In addition to completing the MBE Utilization Affidavit, offerors are encouraged to: 1) Identify potential MBE(s), the scope of services to be performed by the MBE(s), and the percentage(s) of the total contract price to be paid for said scope of work; and 2) Include evidence of MBE certification for each MBE prime or MBE subcontractor are required of the successful offeror.

F. ADDENDA ACKNOWLEDGMENT FORM

Exhibit K- Addenda Acknowledgement 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.

G. CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

H. PRIME CONTRACTOR LIST OF CONTRACTORS

Exhibit P - Prime Contractor List of ALL Subcontractors Anticipated/Used During Contract. Complete (Exhibit P) and enclose with the technical proposal.

END OF SECTION IV.

SECTION V. SPECIFICATIONS/SCOPE OF SERVICES

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 primary mission of Ombuds Services is to provide an independent, impartial and confidential resource to assist individuals surface, manage, or resolve work related issues, including early and informal resolution of conflicts at the lowest levels possible without the need to pursue formal grievance processes. In addition, the Ombuds is designed to alert Organization officials, without breaching confidentiality, about systemic problems or general trends that merit further review or consideration for the good of the Organization and its employees. In keeping with national norms, those who utilize Ombuds services, are referred to as "visitors" – USM and or using institution faculty, staff, and graduate students. The Ombuds is neither an advocate for its visitors nor does it represent Organization's management. Rather, the Ombuds is an advocate for respectful dialogue, fair practices, and mutual understanding.

The University System of Maryland (USM) is seeking qualified contractors to provide Ombuds services and support, to organization employees, management, and graduate students (visitors) including but not limited to the following services:

- Provide Ombuds services to employees and management.
- Act as informal communication resource without replacing formal channels.
- Serve as early warning system by sharing trends while maintaining confidentiality.
- Facilitate communication between disputing parties when requested.
- Conduct outreach and education about Ombuds services.
- Develop and maintain administrative procedures for efficient Ombuds operations.
- Comply with this solicitation and the International Ombuds Association (IOA) Code of Ethics and Standards of Practice
- Use professional judgment and respond promptly in a courteous manner.
- Ensure qualified personnel and avoid conflicts of interest.
- Maintain strict confidentiality with exceptions for consent or imminent harm.
- Notify executive if confidentiality is breached due to imminent harm.
- Protect organization's proprietary information from disclosure.
- Resist subpoenas or document requests for confidential communications.
- Report systemic issues or trends to leadership using nonconfidential data.

Nothing in this solicitation shall be construed as the provision of legal services by Ombuds to the Organization or to any inquirer, and nothing in this solicitation will create a counselor or attorney-client relationship between Ombuds and the Organization or between Ombuds and any inquirer.

The resulting contracts will be utilized primarily by University of Maryland Global Campus (UMGC), University of Maryland Eastern Shore (UMES), University Center for Environmental Science (UMCES), Coppin State University (CSU), Bowie State University (BSU), and Salisbury University (SU); 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 purchase order 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 "Organization", 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. This contract shall be available for long-term use by organizations that do not maintain an internal Ombudsman position to obtain ongoing services on a monthly basis. Organizations that employ an Ombudsman but require additional support shall be permitted to use this contract on an ad-hoc basis to address overflow or supplemental service requirements as needed.
3. Institutions interested in utilizing this contract must contact USM to obtain the awarded contractor's information for distribution to employees.
4. Because ombuds services are confidential and anonymous, institutions electing to use this contract are required to make the awarded contractor's contact information accessible to employees. This may be accomplished by posting the information on the institution's website or through other communication channels deemed appropriate by the institution.:
5. 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.
6. Once a purchase order is issued, the Contractor will deal directly with the Institution regarding specific Ombuds service needs in accordance with the resulting contract. By utilizing the Master Contract, the Contractor accepts the terms and conditions of the Master Contract.
7. 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. The projected combined annual spend for all USM organizations is approximately \$600,000.00 for Ombuds services. However, USM makes no guarantee of the minimum or maximum usage under resulting contracts.
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. Exhibit L, Key Personnel –
 - a. Ombudsman must have a minimum of five (5) years of experience providing Ombuds services.
 - b. Evidence of appropriate training appropriate to offering Ombuds services, including knowledge of alternative dispute resolution, mediation practices, and employment law.

Preferred Qualifications:

1. Experience providing Ombuds services for public and private colleges and universities.
2. Certification from the International Ombuds Association.

G. SCOPE OF SERVICES

The services below will be provided on an as-needed/requested basis. Each Institution has different service level needs. USM organizations that do not maintain an Ombudsman position may utilize this contract to obtain ongoing services on a monthly basis. Organizations that employ an Ombudsman may engage this contract on an ad-hoc basis to address overflow or supplemental service requirements. Not all services listed below are required by every Institution.

1. Responsibilities of the Ombuds Office

The Ombuds is responsible for the following:

- providing Ombuds services to organization employees, and organization management
- supplementing as an informal resource for communication without replacing, formal organizational channels such as Human Resources ("HR"), Compliance, Legal, and management
- helping the Organization as an early warning system by sharing general trends and emerging issues with management or senior leadership while maintaining the confidentiality of the identity of visitors to the Office and their confidential communications with the Ombuds
- facilitating, where requested, communication between parties that find themselves in a dispute with others
- conducting outreach and education about Ombuds services; and
- developing and maintaining administrative procedures for effective and efficient operation of the Ombuds services.
- Comply in all material respects with the provisions of this solicitation and any resulting agreements in performing the Services and adhere to the International Ombuds Association (IOA) Code of Ethics and Standards of Practice, available at: <http://www.ombudsassociation.org/>
- Ombuds shall use their reasonable judgment and professional skills at all times in performing the Services and shall do so in a timely and safe manner, in material accordance with governing laws and regulations and professional standards, including responding promptly to all inquirers and using Ombuds' reasonable efforts to provide assistance or guidance to inquirers in a professional and courteous manner;
- Ensure that the Services provided will be performed by a qualified persons as Ombuds. The Ombuds shall not render Services or become involved in any matter for which it would be a conflict of interest to do so;
- Hold all confidential communications with inquirers in strict confidence as provided in the solicitation and take all reasonable action to safeguard the confidentiality of these communications, subject to the exceptions to confidentiality
 - where in the course of confidential communications an inquirer grants Ombuds permission to make a disclosure and Ombuds agrees to do so or
 - where Ombuds determines that there is an imminent risk of serious harm;
- Immediately notify the using organizations designated point of contract of any circumstance in which Ombuds breaches confidentiality on the grounds that Ombuds has determined- that there is an imminent threat of serious harm
- Maintain the confidentiality of the Organization's confidential or proprietary information, as further provided below, and not disclose such information to third parties;
- Notify the Organization, as determined by each organization's designated point of contact, of any subpoena or of any request for the production of documents served on Ombuds relating to confidential communications and take all reasonable steps to resist such attempts to compel Ombuds to disclose confidential communications or documents, including filing a motion for protective order or taking other legal action to resist such attempts;
- Meet with senior leaders of the using Organization or prepare such reports as the Parties agree, provided that any such reports contain only nonconfidential information, advising the Organization of any systemic issues or trends that Ombuds believes may be beneficial to disclose to the Organization to improve its work environment;

2. Constituents Served by the Ombudsman Office

The Ombuds may provide services to individuals in the following groups:

- Organization employees
- Organization management

Individuals who contact the Ombuds who do not belong to one of the above groups will be given appropriate referral information to other resources.

3. Because the Ombuds position is established as an independent and external function, Ombuds has no authority to make policy, business decisions, or conduct investigations on behalf of the Organization or to serve as an agent of notice for any claims against the Organization.
4. Nothing in this solicitation shall preclude Ombuds from providing ombuds services to other organizations or entities, provided that all Services performed by Ombuds for the Organization shall, subject to the Maryland Public Information Act, §4-101, et. seq. of the General Provisions Article of the Maryland Annotated Code, remain confidential and any services Ombuds agrees to perform for others shall not in any way compromise Ombuds' ability to perform the Services contemplated by any Agreement resulting from this solicitation.

H. STANDARDS OF PRACTICE AND CODE OF ETHICS

The Ombuds shall adhere to the Code of Ethics and the Standards of Practice of the International Ombuds Association. As noted below, the Ombuds functions independently and confidentially, remains neutral, and limits the scope of its services to providing informal assistance in conflict management and resolution and in surfacing workplace issues.

The Ombuds will establish and follow IOA consistent practices and policies, which will be posted on the Ombuds website, The Ombuds will publicize on its website and elsewhere the key principles on which the program is based, including the confidential, independent, impartial, and informal nature of the Ombuds' services, and will clearly explain each of these Standards of Practice to their visitors.

- a. **Independence** – The Organization has established an independent Ombuds program, which allows visitors to come forward and confidentially discuss concerns from any area of the Organization without fear of retaliation. The Ombuds reports to the using organization's President or designated point of contact and the Ombuds shall be, and shall appear to be, free from interference in the legitimate performance of its duties.

The Ombuds is not part of and does not represent management. The Ombuds exercises sole discretion over whether and how to act regarding individual matters or systemic concerns., consistent with the terms of authority described below in Section J.: "AUTHORITY/LIMITATIONS OF THE OMBUDS."

- b. **Informality** - The Ombuds provides informal assistance to its visitors and have no authority to receive notice of formal complaints against the Organization, conduct formal investigations, or make business or policy decisions for the Organization. They will not participate in formal adjudicative processes, outside Organization complaints or lawsuits. Instead, the Ombuds provides visitors with an opportunity to informally take action themselves to resolve their issues or to collaborate to accomplish mutually acceptable outcomes.

The Ombuds does not create or maintain business records for the use of any party utilizing its services and shall not create or maintain documents or records for the Organization about individual matters.

As an informal resource, the Ombuds is always a voluntary option. They are not a required step in any formal process that is available at the Organization.

- c. **Confidentiality** – Confidentiality is the defining feature of the Ombuds Office. Communications with the Ombuds are confidential to the maximum extent permitted by law. The Ombuds will hold all

communications in strict confidence and will not reveal--and must not be required to reveal--the identity of visitors to the Ombuds. It is important that no employee at any level of the Organization seek to compel the Ombuds to disclose confidential information.

The Ombuds will not reveal any information disclosed to it in confidence except in accordance with the IOA Standards of Practice, including not disclosing such information without a visitor's express permission and then only at the discretion of the Ombuds.

The Ombuds may, however, disclose to the Organization otherwise confidential information if they determine there is an imminent risk of serious physical harm.

The Organization fully supports the confidentiality of the Ombuds. It encourages parties to come forward confidentially, share their concerns, and attempt early and collaborative resolution instead of resorting to prolonged grievance or litigation. In order to achieve a mutually acceptable outcome, the opportunity for a frank and confidential discussion of issues, options, and possible outcomes is necessary.

Because the Ombuds is a purely voluntary resource that no one is required to use, those who do so will be understood to have agreed to abide by the terms, conditions, and principles upon which it was established and not call on the Ombuds to testify or produce documents relating to confidential communications in any legal, administrative, or other proceedings. The Organization has also agreed to respect the terms, conditions, and principles on which Ombuds services are created and not call on the Ombuds to testify or produce documents relating to confidential communications in any legal, administrative, or other proceedings.

The confidentiality of communications with the Ombuds may not be waived by others. The Ombuds will resist any attempts by visitors or third parties to compel disclosure of confidential communications or documents by invoking the terms, conditions, and principles of this solicitation and by asserting a claim of confidentiality under any applicable rule or statute under which confidential communications may be protected, including where applicable, rules or statutes dealing with mediation.

The Ombuds and the Organization will cooperate with each other to implement policies and practices to protect the confidentiality of visitor identities and Ombuds' confidential communications. In addition, the Organization will notify the Ombuds of any subpoena or request for the production of documents served on the Organization seeking disclosure of Ombuds' confidential communications and cooperate with Ombuds to take all reasonable steps to resist such attempts to compel disclosure of Ombuds' confidential communications or documents,

The Ombuds will maintain any case-related information (e.g., notes, phone messages, appointment calendars) in a secure location and manner, protected from inspection by others and will have a consistent and standard practice for the regular destruction of such information. The Ombuds will prepare any data or reports to be shared with the Organization or the Organization's leadership in ways that protect visitor confidentiality.

- d. **Neutrality and Impartiality** - The Ombuds shall always be a neutral and impartial resource for employees and shall not take sides or advocate on behalf of the Organization or any individual. The Ombuds will impartially consider the interests and concerns of all parties involved in a situation.

Consistent with its position of neutrality, the Ombuds cannot, under the terms of this solicitation and any resulting agreement, and will not participate in formal proceedings of the Organization that concern issues visitors have discussed with the Ombuds.

The Ombuds shall avoid involvement in matters where there may be a real or perceived conflict of interest. When a real or perceived conflict of interest exists, the Ombuds shall take appropriate action to disclose to the Organization and/or avoid the conflict. The Ombuds shall also comply with Organization policies related to conflicts of interest.

I. DISCUSSIONS FACILITATED BY THE OMBUDS

Ombuds use several tools when working with visitors, including offering them the option to participate in facilitated discussions. Facilitated discussions are an informal and voluntary process where the Ombuds offers to assist the visitor and the person of concern (another employee or a manager, etc.) with an opportunity to speak with one another about the concern in a private setting.

The Ombuds has no authority to impose an outcome, mandate participation in the process, or determine an outcome. Should both the visitor and a person of concern elect to participate in a facilitated discussion, they should expect the following:

1. The Ombuds will remain a neutral facilitator of the process. The Ombuds' role is to assist the parties identify their interests and develop options for resolution that the parties may determine solely in the end by agreement.
2. The Ombuds will not serve as a representative or advocate for any side. The Ombuds is an advocate for a fair process and will conduct themselves accordingly as they facilitate the discussion.
3. Participants in facilitated discussions cannot create new policies, rights and/or privileges by agreement. Any written agreements that include oversight by a third party (e.g., management or HR), will be provided to the third party, with the knowledge of the parties, to monitor compliance. The Ombuds will not monitor or enforce the terms of any agreement.
4. In alignment with their commitment to confidentiality, the Ombuds will not reveal the contents of the facilitated discussions to anyone unless a participant shares information that the Ombuds determines represents an imminent threat of serious harm.
5. Facilitated discussions are voluntary for all parties including the Ombuds. Should a facilitated discussion end without resolution, all other options remain for the visitor including continuing to work with the Ombuds, reaching out HR, or pursuing formal options for resolution.
6. Unlike mediation, the participants and the Ombuds do not sign an Agreement to Participate/Confidentiality Agreement for each facilitated discussion and instead will be bound to the principles and terms and conditions of confidentiality, informality, independence, and neutrality.

J. AUTHORITY/LIMITATIONS OF THE OMBUDS OFFICE

The authority of the Ombuds Office is both defined and limited in a manner that enables it to best serve the Organization and employees. The authority of the Ombuds derives from this solicitation, as manifested by the endorsement of this solicitation by the University's President and in the case of the University System of Maryland, the Chancellor.

1. AUTHORITY OF THE OMBUDS
 - e. Providing Services to Visitors

The Ombuds will listen to each visitor's concerns or questions and then try to help the visitor develop options that are appropriate to the dynamics of each situation. These responses may include providing policy information or referral assistance, identifying, and reframing the issues, helping a visitor develop options or a communication strategy, conflict coaching, shuttle diplomacy, making informal inquiries (with permission of the visitor), facilitating communication, or mediating a dispute. The Ombuds also can help visitors assess their different options for conflict management or resolution. The Ombuds are authorized to discuss issues with visitors that fall under federal, state, local labor and employment laws, rules, and regulations, but the Ombuds is not authorized to provide legal advice or accept service or receive formal or legal notice of claims against the Company or its agents.

- f. Initiating Informal Inquiries and Accessing Information

The Organization values early and informal conflict resolution. To pursue this goal, the Ombuds may, on occasion, need to make inquiries or seek assistance in order to gain an understanding of all sides of a dispute. Organization employees and management are encouraged to cooperate with these efforts of

the Ombuds. (Any inquiry made by the Ombuds does not constitute a formal investigation by either the Ombuds or the Organization.)

g. Addressing Perceived Systemic Trends

The Ombuds may inquire into adverse trends that the Ombuds observes or perceives. The Ombuds may also bring adverse trends to the attention of appropriate management officials in a manner that protects the confidentiality of individuals who may have shared information with the Ombuds about such trends.

h. Ending Involvement in Matters

The Ombuds may decline to participate in a visitor's case or withdraw from it if the Ombuds believes that involvement in the case would be inappropriate for any reason.

2. Limitations on the Authority of the Ombud's Office

a. No Authority to Investigate, Adjudicate, Sanction, Change, Bind, or Enforce.

The Ombuds may not conduct formal investigations of any kind, nor is it authorized to adjudicate disputes, issue findings, or impose remedies or sanctions. The Ombuds may not make business or policy decisions on behalf of the Organization, its managers, or its employees.

While the Ombuds can provide visitors with information and assistance in conflict management, visitors are solely responsible for deciding what action they wish to take and for managing their own conflicts.

The Ombuds is not authorized to unilaterally change management decisions or Organization policies/procedures. The Ombuds is not authorized to make any statements or commitments that bind the Organization financially, contractually, or otherwise.

Neither the Ombuds nor the Organization shall be responsible for enforcing any settlement agreement that individuals may reach solely between themselves as a result of information or assistance they receive from the Ombuds. This does not affect or impede the Organization's right to enforce any policy or any agreement to which the Organization is a party.

b. Not a Recipient of "Notice"

Because the Ombuds is designed to be a confidential resource for informal conflict resolution, communication with the Ombuds is always "off the record" (unless it falls in one of the exceptions to confidentiality recognized in the IOA Standards of Practice). Therefore, the Ombuds is not authorized to be a recipient of notice to the Organization about any alleged misconduct. The Office shall publicize to all constituents of the Organization that it does not have authority to receive notice of claims against the Organization or its agents and that the Ombuds is not required to report any such matters to the Organization. If a visitor would like to put the Organization on notice of claims regarding a specific situation or wishes to obtain information on how to notify the Organization of a claim, the Ombuds will provide the visitor with the information appropriate for them to do so.

Important Note: The Ombuds is not obligated to maintain the confidentiality of information that the Ombuds determines represents an imminent threat of serious harm.

c. Collective Bargaining Agreements

The Ombuds is not authorized to inquire into or discuss with a visitor the application or interpretation of any collective bargaining agreement that is applicable to employees of the Organization or an alleged violation of the duty of fair representation against a certified union.

d. Recordkeeping

Because it is a confidential resource, the Ombuds does not keep identifying information from individual cases. Any recordkeeping or note-taking related to a specific case shall only be used to help informally manage or resolve the visitor's concerns. Records created by the Ombuds and related to open cases are kept in the sole possession of the provider of Ombuds services and will be maintained in a secure manner and location, and all identifying information will be deleted thirty (30) days after the case is closed and/or follow-up is complete.

The Ombuds Office may maintain generic data related to the general categories of visitors who seek assistance from the Ombuds. Generic data may be used for general purposes like annual reports.

e. Not Authorized to Serve as an Advocate or Representative or Provide Professional Counseling

The Ombuds shall not act as an advocate for any party in a dispute, represent either management or visitors to the Ombuds, or provide mental health counseling or legal and psychological advice. Important rights may be affected by when formal action is instituted and when the Ombuds is informed of allegedly inappropriate or wrongful conduct, and while working with the Ombuds may address a problem or concern effectively, it may not protect the rights of a visitor contacting the Ombuds. The Ombuds is not anyone's lawyer, representative, or counselor, and a person may wish to consult with a lawyer or other representative with respect to those rights.

K. INQUIRY ABOUT USE OF THE OMBUDS OFFICE IS INAPPROPRIATE; RETALIATION FOR DOING SO IS PROHIBITED

The Organization supports efforts to manage and resolve conflicts informally to preserve collegial and effective working relationships, maintain a vibrant Organization community, and avoid the time and expense required for formal proceedings or litigation. Because the Ombuds is intended to be a confidential resource, it is not appropriate for management or other employees to inquire about an individual's use of the Ombuds or any communication that may have taken place there. Furthermore, discouraging or preventing eligible visitors from using the Ombuds is inappropriate because it is contrary to the Organization's intent of providing the office as a resource for early and informal management and resolution of conflicts.

While the Organization supports and encourages the use of the Ombuds for conflict management, an individual's use of the Ombuds must always be completely voluntary. It is acceptable to remind individuals that the Ombuds is available as an option or a resource. However, no one may be ordered or required to visit the Ombuds, nor may an individual be punished for not visiting it.

All employees shall have the right to consult the Ombuds without fear of retaliation or reprisal. Retaliation against any employee for consulting with the Ombuds or against the Ombuds for actions within the legitimate scope of their duties as described in the solicitation is prohibited.

L. PROTECTION OF OMBUDS CONFIDENTIALITY

The Organization agrees, upon a request by Ombuds, to assist Ombuds in resisting any attempts by inquirers or third parties to compel Ombuds to disclose confidential communications or documents relating to the Company.

M. RESPONSE TIME

1. The Contractor is expected to respond to the Organization or the Organization's employees within 24 to 48 business hours of the initial request for services. Failure to respond may result in the termination of the master contract with the awarded offeror.

N. 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.

O. REPORTING REQUIREMENTS

1. Utilization Reports

Contractors shall provide quarterly utilization 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

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

D-1A
MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
& MBE PARTICIPATION SCHEDULE

PART 1 - INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS DOCUMENT

This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule which must be submitted with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award unless the inaccuracy is determined to be the result of a minor irregularity that is waived or cured in accordance with COMAR 21.06.02.04.

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only MBEs certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule. A firm whose MBE certification application is pending may not be counted.
4. Please refer to the MDOT MBE Directory at <https://mbe.mdot.maryland.gov/directory/> to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS codes, please visit <https://www.census.gov/eos/www/naics/>. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **CAUTION:** If the firm's NAICS Code is in graduated status, such services/products may not be counted for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.
5. **Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a Contract, a procurement agency may count the distinct, clearly defined portion of the work of the Contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the overall

MBE participation goal, including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the Contract.

- ✓ In order to receive credit for self-performance, an MBE prime must be certified in the appropriate NAICS code to do the work and must list its firm in the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform.
 - ✓ For the remaining portion of the overall goal and the remaining subgoals, the MBE prime must also identify on the MBE Participation Schedule the other certified MBE subcontractors used to meet those goals or request a waiver.
 - ✓ These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime's ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.
 - ✓ Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the contract has subgoals, regardless of MBE Prime's ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to use other MBEs for each of any remaining subgoals or request a waiver. As set forth in Attachment 1-B Waiver Guidance, the MBE Prime's ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.
 - ✓ In certain instances where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to the Governor's Office of Small Minority & Women Business Affairs' website for the MBE Prime Regulations Q&A for illustrative examples. http://www.goMDsmallbiz.maryland.gov/Documents/MBE_Toolkit/MBEPrimeRegulation_QA.pdf
6. Subject to items 1 through 5 above, when a certified MBE performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the Contract equal to the distinct, clearly-defined portion of the work of the Contract that the certified MBE performs with its own forces toward fulfilling the Contract goal, and not more than one of the Contract subgoals, if any.
7. The work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.
8. **Materials and Supplies: New Guidelines Regarding MBE Participation.**
- ✓ Regular Dealer (generally identified as a wholesaler or supplier in the MDOT Directory): Up to 60% of the costs of materials and supplies provided by a certified MBE may be counted towards the MBE participation goal(s) if such MBE is a Regular Dealer of such materials and supplies. Regular Dealer is defined as a firm that owns, operates, or maintains a store, a warehouse, or any other establishment in which the materials, supplies, articles, or equipment are of the general character described by the specifications required under the contract and are bought, kept in stock, or regularly sold or leased to the

public in the usual course of business; and does not include a packager, a broker, a manufacturer's representative, or any other person that arranges or expedites transactions.

Example for illustrative purposes of applying the 60% rule:

Overall contract value: \$2,000,000

Total value of supplies: \$100,000

Calculate Percentage of Supplies to overall contract value: \$100,000 divided by \$2,000,000 = 5%

Apply 60% Rule - Total percentage of Supplies/Products 5% x 60% = 3%

3% would be counted towards achieving the MBE Participation Goal and Subgoal, if any, for the MBE supplier in this example.

- ✓ **Manufacturer:** A certified MBE firm's participation may be counted in full if the MBE is certified in the appropriate NAICS code(s) to provide products and services as a manufacturer.
 - ✓ **Broker:** With respect to materials or supplies purchased from a certified MBE that is neither a manufacturer nor a regular dealer, a unit may apply the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees, or transportation charges for the delivery of materials and supplies required on a procurement toward the MBE contract goals, provided a unit determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. A unit may not apply any portion of the costs of the materials and supplies toward MBE goals.
 - ✓ **Furnish and Install and other Services:** The participation of a certified MBE supplier, wholesaler, and/or regular dealer certified in the proper NAICS code(s) to furnish and install materials necessary for successful contract completion may be counted in full. Includes the participation of other MBE service providers in the proper NAICS code(s) may be counted in full.
9. **Dually certified firms.** An MBE that is certified in more than one subgroup category may only be counted toward goal fulfillment of ONE of those categories with regard to a particular contract.

Example: A woman-owned Hispanic American (dually certified) firm may be used to fulfill the women-owned OR Hispanic American subgoal, but not both on the same contract.

10. CAUTION: The percentage of MBE participation, computed using the percentage amounts determined for all of the MBE firms listed in PART 3, MUST meet or exceed the MBE participation goal and subgoals (if applicable) as set forth in PART 2- for this solicitation. If a bidder/offeror is unable to meet the MBE participation goal or any subgoals (if applicable), then the bidder/offeror must request a waiver in PART 2 or the bid will be deemed not responsive, or the proposal not reasonably susceptible of being selected for award. You may wish to use the attached Goal/Subgoal Worksheet to assist in calculating the percentages and confirming that your commitment meets or exceeds the applicable MBE participation goal and subgoals (if any).

11. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via email to mbe@mdot.state.md.us sufficiently prior to the submission due date.

Subgoals (if applicable)

Total African American MBE Participation:	_____	%
Total Asian American MBE Participation:	_____	%
Total Hispanic American MBE Participation:	_____	%
Total Women-Owned MBE Participation:	_____	%

Overall Goal

Total MBE Participation (include all categories):	_____	%
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**PART 2 - MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT &
MBE PARTICIPATION SCHEDULE**

This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule must be completed in its entirety and included with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

In connection with the bid/proposal submitted in response to Solicitation No. _____, I affirm the following:

1. **MBE Participation (PLEASE CHECK ONLY ONE)**

I acknowledge and intend to meet IN FULL both the overall certified Minority Business Enterprise (MBE) participation goal of _____ percent and all of the following subgoals:

- _____ percent for African American-owned MBE firms
- _____ percent for Hispanic American-owned MBE firms
- _____ percent for Asian American-owned MBE firms
- _____ percent for Women-owned MBE firms

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11. I acknowledge that by checking the above box and agreeing to meet the stated goal and subgoal(s), if any, I **must** complete PART 3 - MBE Participation Schedule and Part 4 Signature Page in order to be considered for award.

OR

After making good faith outreach efforts prior to making this submission, I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals I acknowledge that by checking this box and requesting a partial waiver of the stated goal and/or one or more of the stated subgoal(s) if any, I **must** complete Part 3, the MBE Participation Schedule and Part 4 Signature Page for the portion of the goal and/or subgoal(s) if any, for which I am not seeking a waiver, in order to be considered for award. I acknowledge that by checking this box and requesting a full waiver of the stated goal and the stated subgoal(s) if any, I **must** complete Part 4 Signature Page in order to be considered for award.

Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:

- (a) Good Faith Efforts Documentation to Support Waiver Request (Attachment D-1C)
- (b) Outreach Efforts Compliance Statement (Attachment D-2);
- (c) MBE Subcontractor/MBE Prime Project Participation Statement (Attachments D-3A and 3B);
- (d) Any other documentation, including additional waiver documentation if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

Information Provided to MBE firms

In the solicitation of subcontract quotations or offers, MBE firms were provided not less than the same information and amount of time to respond as were non-MBE firms.

PART 3 - MBE PARTICIPATION SCHEDULE

SET FORTH BELOW ARE THE (I) CERTIFIED MBEs I INTEND TO USE, (II) THE PERCENTAGE OF THE TOTAL CONTRACT VALUE ALLOCATED TO EACH MBE FOR THIS PROJECT AND, (III) THE ITEMS OF WORK EACH MBE WILL PROVIDE UNDER THE CONTRACT. I HAVE CONFIRMED WITH THE MDOT DATABASE THAT THE MBE FIRMS IDENTIFIED BELOW (INCLUDING ANY SELF-PERFORMING MBE PRIME FIRMS) ARE PERFORMING WORK ACTIVITIES FOR WHICH THEY ARE MDOT-CERTIFIED.

Prime Contractor	Project Description	Project/Contract Number

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. MBE PRIMES: PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

SECTION A: For MBE Prime Contractors ONLY (including MBE Primes in a Joint Venture)

<p>MBE Prime Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____% Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p>Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____%</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%) <input type="checkbox"/> Manufacturer (count 100%) <input type="checkbox"/> Broker (count reasonable fee/commission only) <input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work your firm is self-performing to calculate amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE Prime firm is being used for manufacturer, furnish and install, and/or services (excluding products / services from suppliers, wholesalers, regular dealers and brokers) _____%</p> <p>B. Percentage amount for items of work where the MBE Prime firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products ___% x 60% = ___%</p> <p>C. Percentage amount of fee where the MBE Prime firm is being used as broker (count reasonable fee/commission only) _____%</p> <p>Description of the work to be performed with MBE prime's own forces: _____ _____</p>
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SECTION B: For all Contractors (including MBE Primes and MBE Primes in a Joint Venture)

<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)</p> <p><input type="checkbox"/> Manufacturer (count 100%)</p> <p><input type="checkbox"/> Broker (count reasonable fee/commission only)</p> <p><input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage of total contract amount where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers)_%</p> <p>B. Percentage of total contract amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule)). Total percentage of Supplies/Products_% X 60% =_%</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only)____%</p> <p>Description of the work to be performed: _____ _____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)</p> <p><input type="checkbox"/> Manufacturer (count 100%)</p> <p><input type="checkbox"/> Broker (count reasonable fee/commission only)</p> <p><input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE Firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage of total contract amount where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers)_%</p> <p>B. Percentage of total contract amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule)). Total percentage of Supplies/Products_% X 60% =_%</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only)____%</p> <p>Description of the work to be performed: _____ _____</p>

<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)</p> <p><input type="checkbox"/> Manufacturer (count 100%)</p> <p><input type="checkbox"/> Broker (count reasonable fee/commission only)</p> <p><input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that for the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage of total contract amount where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers)_%</p> <p>B. Percentage of the total contract amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products___% X 60% =___%</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only)___%</p> <p>Description of the work to be performed: _____ _____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)</p> <p><input type="checkbox"/> Manufacturer (count 100%)</p> <p><input type="checkbox"/> Broker (count reasonable fee/commission only)</p> <p><input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage of total contract amount where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers)_%</p> <p>B. Percentage of total contract amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products_% X 60% =_%</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker___%</p> <p>Description of the work to be performed: _____ _____</p>

CONTINUE ON SEPARATE PAGE IF NEEDED

PART 4 – SIGNATURE PAGE

**To complete Affidavit committing to MBE(s) or requesting waiver,
Bidder/Offeror must sign below:**

I solemnly affirm under the penalties of perjury that: (i) I have reviewed the instructions for the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule, and (ii) the information contained in the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule is true to the best of my knowledge, information and belief.

Bidder/Offeror Name
(PLEASE PRINT OR TYPE)

Signature of Authorized Representative

Address

Printed Name and Title

City, State and Zip Code

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

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

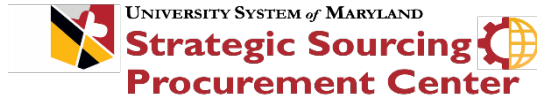


EXHIBIT F- COMPANY PROFILE FORM

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 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