



REQUEST FOR PROPOSAL

FOR THE PROCUREMENT OF:

Housing Market Study

RFP Identification: FSU-P11-01

	<u>Date</u>
Solicitation Released	01/07/11
Pre-Proposal Conference	01/18/11 @ 2:00 p.m.
Deadline for Receipt of Questions	01/24/11 @ 4:30 p.m.
Proposal Due Date	02/07/11 @ 2:00 p.m.
Oral Presentation	02/14/11
Tentative Date of Contract Award	02/2011

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SECTION I. PROCUREMENT OBJECTIVE

A. SUMMARY STATEMENT

Frostburg State University is soliciting proposals from a qualified campus-housing consultant to provide: Detailed market analysis of current and future demand for student housing.

B. ISSUING OFFICE AND PROCUREMENT OFFICER

Issuing Office: Coordinator of Procurement
Department: Office of Procurement
Mailing Address: Frostburg State University
101 Braddock Road
Frostburg, Maryland 21532

Campus Office Location: Stangle Bldg. 123
Phone: (301) 687-4242
Facsimile No.: (301) 687-4075
Email No.: arsnnyder@frostburg.edu
Coordinator of Procurement: Alan R. Snyder

The sole point of contact in the State for purposes of this RFP is the Coordinator of Procurement. Only information communicated by the Coordinator of Procurement shall be deemed the official position of the University. No State or University employee, official, or representative has authority to change the requirements of this solicitation except the Coordinator of Procurement. Any attempts to contact any members of the evaluation committee or to circumvent this procedure in any manner may be grounds for disqualification of the offeror(s) from the procurement process.

C. SCHEDULE OF EVENTS

	<u>Date</u>
Solicitation Released	01/07/11
Pre-Proposal Conference	01/18/11 @ 2:00 p.m.
Deadline for Receipt of Questions	01/24/11 @ 4:30 p.m.
Proposal Due Date	02/07/11 @ 2:00 p.m.
Oral Presentation	02/14/11
Tentative Date of Contract Award	02/2011

D. PRE-PROPOSAL CONFERENCE

As indicated above, a Pre-Proposal Conference will be held. The conference will take place at the Hitchins Building, 101 Braddock Road, 3rd Floor, Conference Room 313, Hitchins Building, Frostburg, Maryland, 21532. Attendance at the Pre-Proposal Conference is encouraged, but not mandatory. While attendance is not mandatory, this is the offeror's opportunity to raise questions and/or issues of concern regarding the solicitation. It is requested that offerors prepare their questions in writing and submit them to the Coordinator of Procurement prior to the Pre-Proposal Conference. All interested offerors are encouraged to attend in order to prepare responsive proposals.

Frostburg State University is committed to ensuring that persons with disabilities are given an equally effective opportunity to participate in and benefit from the University's programs and services. In connection with the Request for Proposals, persons with disabilities who may need reasonable accommodations should contact the Issuing Office at least 48 hours before any meetings are held.

E. QUESTIONS AND INQUIRIES

All communications regarding this solicitation are to be made solely through the Coordinator of Procurement. Questions regarding this solicitation should be submitted to the Coordinator of Procurement in writing. All questions should be submitted by the date indicated in Section I.C. above. In the case of questions not received in a timely manner, the Coordinator of Procurement shall, based on the availability of time to research and communicate an answer, decide whether to answer an untimely submitted question before the proposal due date. Questions will receive a written reply. Copies of replies will also be sent to all other persons known to have received a copy of the RFP, but without identification of the inquirer.

F. PROPOSAL DUE DATE

Proposals must be received at the Issuing Office by the date and time indicated in Section I.C. above. The project number and due date must appear on the outside of the submission envelope or package. Requests for extensions will not be granted. Late proposals, late requests for modification, or late requests for withdrawal will not be considered. Fax proposals or proposals submitted electronically will not be accepted. It is recommended that proposals be hand delivered to Campus Location of the Issuing Office as identified in Section I.B.

G. DURATION OF PROPOSAL OFFER

Financial offers are irrevocable for 90 days following the proposal due date. This period may be extended by mutual written agreement between the offeror and the University. Once a contract is awarded, all prices, terms, and conditions shall remain unchanged throughout the contract period unless specifically agreed upon otherwise by both the University and the Contractor in writing.

H. PROCUREMENT METHOD

This solicitation shall be conducted in accordance with the provisions of the University System of Maryland's (USM) Procurement Policies and Procedures. Specifically, the procurement method employed shall be Competitive Sealed Proposals.

I. BASIS FOR AWARD

All proposals will be evaluated by an evaluation committee. Offerors responding to this solicitation must meet all requirements contained herein. The University may classify a proposal as "not reasonably susceptible for award" if it does not meet the minimum requirements. The University may also determine that an offeror is "not responsible", i.e., does not have the capabilities in all respects to perform the work required. Should a proposal be found not reasonably susceptible for award, or if an offeror is found not responsible, the proposal will not be considered further and the offeror will be notified accordingly. The committee will make a recommendation for award of this contract to the responsible offeror whose proposal is determined to be the most advantageous to the University, considering both technical and price factors as set forth in this RFP. Technical merit will have greater weight than price. An award made to an offeror pursuant to this solicitation is tentative and is final only upon approval by the appropriate office of the State of Maryland and execution on behalf of the University.

J. ALTERNATE PROPOSALS

Alternate proposals will not be accepted.

K. MINORITY BUSINESS ENTERPRISE UTILIZATION

Minority business enterprises are encouraged to respond to this solicitation.

SECTION II. GENERAL INFORMATION FOR OFFERORS

A. PURPOSE

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

B. REVISIONS TO RFP

1. The University reserves the right to amend this solicitation at any time prior to the proposal due date. If it does become necessary to amend any part of this solicitation, the Coordinator of Procurement will furnish an addendum to all prospective offerors listed by the University as having received a copy of the RFP. All addenda or amendments will be identified as such and will be sent by certified mail, or, if time does not permit, will be faxed. If necessary, the proposal due date may be extended.
2. Offerors are required to acknowledge the receipt of all amendments, addenda, and clarifications by completing and including with their proposal Exhibit H, Addendum Acknowledgment Form (see Exhibit Package included herein).

C. PRE-PROPOSAL MODIFICATION OR WITHDRAWAL OF OFFERS

Proposals may be modified or withdrawn by written notice received at the Issuing Office before the time and date set for receipt.

D. CANCELLATION OF SOLICITATION/REJECTION OF ALL PROPOSALS

The University may cancel this solicitation, in whole or in part, as provided by the USM Procurement Procedures or reject all proposals submitted in response when this action is determined to be in the University's best interest.

E. ACCEPTANCE OF PROPOSALS

The University reserves the right to accept or reject all proposals, in whole or in part, and to waive or permit cure of minor irregularities. Offerors whose proposals are not accepted shall be so notified.

F. OPENING OF PROPOSALS

A public opening of technical and price proposals will not be held.

G. ORAL PRESENTATIONS

Offerors may be required to make an oral presentation of their submission.

H. INCURRED EXPENSES

The University is not responsible for any expenses incurred by offerors in preparing and submitting proposals in response to this solicitation.

I. ARREARAGES

By submitting a response to this solicitation, an offeror shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and

employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award. All prospective offerors are encouraged to take appropriate action to ensure that they are appropriately registered to do business in the State of Maryland and they are in good standing with respect to taxes, unemployment insurance, etc.

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

Offerors should give specific attention to the identification of those portions of their proposals which they deem to be confidential, or to contain proprietary information or trade secrets. Offerors should provide justification why such material, upon request, should not be disclosed by the University under the Maryland Public Information Act, State Government Article, Title 10, Subtitle 6, of the Annotated Code of Maryland.

L. EXECUTION OF PROPOSALS

All proposals shall be typewritten or written legibly in ink and all proposals shall be signed in ink as specified.

Proposals are required to be executed as follows, depending on the offeror's form of business organization:

1. Sole Proprietorship - signed by proprietor with full name and address.
2. Partnership and Joint Venture - If a proposal is submitted by a partnership (including a joint venture), it must be submitted in the partnership name. The partnership name and the identity of each general partner must be made clear and all affidavits and certificates must be executed on behalf of the partnership or on behalf of each general partner. No provision of any agreement among partners will be binding on the University unless it is disclosed in the proposal. Reasonable evidence satisfactory to the University of the authority of one partner to bind other purported partners also must be given in the proposal. 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 University's option, all general partners may be required to sign the proposal. Failure to present the University with satisfactory information concerning a purported partnership may be grounds for finding a proposal unacceptable.
3. Corporation - An officer or authorized agent of the corporation shall sign his/her full name, indicate his/her title and include the name and address of the corporation. In the case of an authorized agent, a letter from an officer of the corporation authorizing said individual to act on behalf of the corporation must be included.

M. DISCREPANCIES, EXPLANATIONS AND CLARIFICATIONS

Should an offeror find discrepancies in the specifications or contract provisions included in this solicitation, or should there be doubt as to the meaning or intent of any section or subsection herein, the offeror should request clarification from the Procurement Officer. Failure to request a clarification prior to the due date will be a waiver of any claim by the offeror for expenses made necessary by reason of later interpretation of the contract documents; offerors will be bound to the University's interpretation. Explanations and clarifications desired by an offeror shall be requested in accordance with the instructions contained in Part I, Section E, "Questions and Inquiries."

N. ORDER OF PRECEDENCE

The contract to be entered into as a result of the RFP (the "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 the University;
2. the solicitation, including Exhibit A (Required Contract Provisions) and all other Exhibits; and
3. contractor's bid or proposal.

Modifications of the Order of Precedence provision of this solicitation will not be accepted, in order to protect the State against obscure unrecognized conflicts between the solicitation and a Bidder's bid. If you are proposing any terms and conditions inconsistent with the requirements of the solicitation, you must state those terms and conditions in the Phase I submittal. Mutually agreeable modifications of the solicitation provisions, if they are allowed by law, will be documented by expressly identifying them in the final contract (which takes precedence over the solicitation) as superseding the pertinent provisions of the solicitation, rather than by modifying the Order of Precedence provision.

O. CONTRACTOR'S RESPONSIBILITIES

1. The successful offeror shall be responsible for all products and services required by this solicitation. Subcontractors, if any, must be identified and a complete description of their role relative to the project must be identified.
2. The Contractor will be required to bring to the attention of the University expressly, in writing, any substitution or change proposed to this contract. The University will not be bound to a substitution or change unless the Contractor expressly brings it to the University's attention, in writing, and the University expressly approves the substitution or change, in writing. Payment by the University does not constitute acceptance of provisions not in accordance with the contract. (See Exhibit A, paragraph 22 for additional information regarding the responsibilities of the contractor.)

P. REQUIRED CONTRACT PROVISIONS

Bids/offers submitted and the contract executed with the selected vendor, are subject to the Required Contract Provisions included in this solicitation as Exhibit A, if applicable. **Vendors who propose modifications to the terms of Exhibit A risk having their bids declared unacceptable.** Any questions regarding any provision of this contract should be addressed to the Coordinator of Procurement prior to the submission.

Also included in this solicitation is Exhibit D, "Sample Agreement" which may be executed by Frostburg State University and the successful Offeror, if deemed necessary by the Coordinator of Procurement. Offerors should review this contract prior to submitting their proposal.

Q. USE OF CONTRACTOR'S FORMS NOT BINDING ON UNIVERSITY

1. Except as provided below in Q.2; the use or execution by the University 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 University to Contractor, shall not bind the University to any of the terms and conditions contained therein except those provisions:
 - a. 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
 - b. not otherwise inconsistent with the Contract Documents.

2. 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:
 - a. 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 of the contract;
 - b. the document is executed on behalf of the University by the Coordinator of Procurement.
 - c. execution of the document is approved by the procurement authority whose approval is required by law or governing policy.

R. GOOD FAITH IN DEALING WITH THE UNIVERSITY; RESPONSIBILITY

Offerors agree to deal in good faith with the University during the solicitation process and during the performance of the contract. In determining an offeror's responsibility, the Coordinator of Procurement may consider whether the offeror has dealt in good faith with the University or any other agency of the State of Maryland in the past.

S. PAYMENT TO THE CONTRACTOR

Payment to the contractor is governed by Title 15, Subtitle 1 of the State Finance and Procurement Article of the Annotated Code of Maryland. The State of Maryland is exempt from Maryland State sales tax.

Prices are to remain firm for the contract period. No price escalation shall be allowed unless specifically agreed to by both parties prior to contract award.

If the contract is a maintenance service/service contract, at the end of each calendar month, the Contractor shall render to the Accounts Payable Office, its invoice, in triplicate, for work done during the month. The amount shall not exceed one-twelfth (1/12) of the yearly service contract, unless otherwise specified in the Detailed Specifications.

T. INTERGOVERNMENTAL COOPERATIVE PURCHASING

Pursuant to Article 41, Section 18-201 of the Annotated Code of Maryland, a county, Baltimore City, a municipal corporation, a government agency in the State of Maryland, or a public or quasi-public agency that receives State money and is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code may purchase goods or services under this contract. All purchases under this contract by any such entity which is not a unit or agency of the State of Maryland for which the State of Maryland may be held liable in contract: (1) shall constitute contracts between the contractor and that entity only; (2) shall not constitute a purchase or contract of Frostburg State University ; (3) shall not be binding or enforceable against Frostburg State University or any of its units or agencies, and (4) may be subject to other terms and conditions agreed to by the contractor and the purchaser. Contractor bears the risk of determining whether or not any entity from which the contractor receives an order under this contract is a unit or agency of the State of Maryland such that the contract may be enforced against the State of Maryland.

U. PRESS RELEASES

The successful offeror shall not issue any press release to any publication, including newspapers, in regard to work being conducted under this contract.

V. RECIPROCITY

Any bid/proposal from a contractor whose principal office is outside of the State of Maryland is subject to reciprocity; that is, any form of preference the other state gives to its residents will in turn be applicable to the bidder by the State of Maryland. All non-resident bidders/proposers are required to submit a copy of the current statute, resolution, policy, procedure or executive order of the bidder/proposer's resident state that pertains to that state's treatment of non-resident bidders with its bid. If a non-resident state does not have a policy pertaining to treatment of non-resident bidders/proposers, the Bidder is to so state this. In the event a non-Maryland bidder is the awarded Contractor, prior to the award, the non-resident Contractor must agree, in writing, to meet any and all applicable preferences its state gives to its residents.

SECTION III. EVALUATION PROCEDURE

A. EVALUATION COMMITTEE

All technical proposals received by the closing deadline will be evaluated by a committee appointed by the Coordinator of Procurement. The committee may request additional technical assistance from any source within the University System of Maryland, State Government, or any other sources deemed appropriate.

B. QUALIFYING PROPOSALS

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

C. TECHNICAL EVALUATION

1. After determining compliance with the requirements, the technical merit of each proposal shall be evaluated. The last phase of this technical evaluation will be the scoring of each qualified proposal in accordance with the Evaluation Criteria set forth below in Section F.
2. At the discretion of the Coordinator of Procurement following the recommendation by the evaluation committee, a short-list of qualified proposals may be established during the technical evaluation. Only those firms short-listed would continue in the evaluation process. Those firms not short-listed shall be so advised.

D. FINANCIAL EVALUATION

Financial proposals must be submitted in sealed envelopes, separate and apart from the technical proposals. Technical and price proposals will be evaluated independently. The Offeror who proposes the most favorable evaluated price will receive the highest consideration in this phase of the evaluation process.

E. DISCUSSIONS - BEST AND FINAL OFFERS

1. Based on the Evaluation Committee's initial review of the proposals, the Coordinator of Procurement may invite, without cost to the University, qualified offerors for an oral presentation of their proposal. Discussions or negotiations may be conducted with all of the qualified offerors or those offerors who are "short-listed." The Coordinator of Procurement reserves the right to recommend an offeror for contract award on the basis of initial proposals without discussions or negotiations.
2. Should the Coordinator of Procurement determine that further discussions would be in the best interest of the University, the Coordinator of Procurement shall establish procedures and schedules for conducting discussions and will so notify the selected qualified offerors.
3. When in the best interest of the University, the Coordinator of Procurement may permit all qualified offerors to revise their initial proposals by submitting best and final offers.

F. CRITERIA FOR TECHNICAL EVALUATION

The technical evaluation criteria is listed below in its relative order of importance:

Criteria

1. **Offeror's Qualifications**
2. **Approach & Schedule**
3. **Understanding of Requirements**
4. **Economic Benefits to the State of Maryland**

G. FINAL RANKING AND SELECTION

Based on its evaluation of the technical and financial proposals, the committee will make a recommendation to the Coordinator of Procurement for the award of the contract to the responsible offeror whose proposal is determined to be the most advantageous to the University, considering both the technical and financial factors set forth in the RFP.

H. DEBRIEFING

Debriefing of unsuccessful offerors will be scheduled, upon written request to the Procurement Officer, as soon as possible after the Coordinator of Procurement makes a written determination to award but prior to the actual award. Contract award will not occur until all required approvals have been obtained. The debriefing shall be limited to a discussion of the respective unsuccessful Offeror's proposal only.

SECTION IV. INFORMATION REQUIRED IN ALL PROPOSALS

A. ORGANIZATION OF PROPOSALS FOR SUBMISSIONS

1. The information in this section is intended to facilitate the evaluation of each proposal. Proposals must be submitted in sealed envelopes or packages. The project/bid number, proposal due date, and the offeror's name and address must appear on the outside of each package or envelope. **Technical and financial proposals must be submitted separately and marked accordingly.**
2. An original and five (5) copies of each proposal are to be submitted. The original copy should note that it is the original and copies should be marked accordingly.
3. If product literature and other publications are included and intended to supplement the response, reference to the document name and page should be included. All technical data and brochures will follow the last section of the offeror's response.
4. Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response to the solicitation are not desired. Unless specifically requested in the solicitation, elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

B. TRANSMITTAL LETTER

A transmittal letter prepared on the offeror's business stationery should accompany each proposal. The letter must be signed by an individual who is authorized to bind the firm to all statements; including services and prices, contained in the proposal. Do not include price information in the transmittal letter.

C. TECHNICAL PROPOSAL

1. The technical proposal must be submitted in a sealed envelope or package separate and apart from the financial proposal. The technical proposal must be page-numbered and prepared in a clear and concise manner and must address all parts of this solicitation. **Do not include price information in the technical proposal.**
2. The offeror's compliance with proposals must address each separate item in D. Submittal Requirements. Offerors must clearly state if they will comply with each specification and must elaborate on how they will meet each respective specification contained in Section V.

D. SUBMITTAL REQUIREMENTS

The Technical Proposal must also include the following submittals:

1. Offeror's Qualifications

a. Firm Experience

- (1) Provide a written narrative describing the firm's experience providing the services described herein.
- (2) Provide references for at least three (3) projects of similar size and scope completed by the firm in the last five (5) years.

b. Key Personnel

- (1) Provide the names, qualifications and experience of the personnel to be assigned to the project. Describe the role they will each fill.
- (2) Include resumes for each of the key personnel described above.
- (3) For each key person provide references for at least three (3) projects of similar size and scope. Reference projects should demonstrate the person's ability to fill the role they will be assigned during Frostburg State University's project.

c. **Key Subcontractors**

- (1) **Organizational Chart:** Provide an organizational chart of the proposed Team inclusive of the following: (i) Firm Name; (ii) Area of Specialty; and, (iii) Key Person's Name and Role.

Note: As part of the initial technical proposal submission, the proposer must identify the percentage partnership for each joint venture party, the responsibilities of each joint venture party, with respect to the scope of services/work inclusive of the requirements for each entity based on such services as described in this document.

- (2) **Basis for Selection:** Provide a brief explanation as to why each firm on the team was selected.

2. **Approach and Schedule**

The offeror shall provide a descriptive narrative overview of the method(s) and procedure(s) which will be followed in developing the Housing Market Study and accomplishing the required services outlined in Section V.

The Statement of Approach shall be developed specifically in response to the RFP. The purpose of this narrative is to display full comprehension of the work and how such services will be provided. The offeror is to define what they do and what they can do for the university with respect to the objectives of this contract.

The Statement of Approach should demonstrate the following:

- The offeror's clear understanding of the scope of the contract.
- Knowledge of working relationships with clients within institutions of higher education.
- Effective mechanisms for communicating contract status and results to university management in a realistic and timely manner.
- A realistic time line/schedule.

3. **Understanding of Requirements**

The offeror shall provide a written narrative illustrating their understanding of the purpose, objectives and benefits of the Housing Market Study. This narrative should also identify the main challenges that will be encountered in completing the housing market study for Frostburg State University.

4. **Economic Benefits to the State of Maryland**

Offerors shall submit with their proposals a **narrative** describing benefits that will accrue to the Maryland economy as a direct or indirect result of their performance of this contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered.

- a) The contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Be as specific as possible. Provide a breakdown of expenditures in this category.
- b) The number of types of jobs for Maryland residents resulting from the contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the contractor has committed at both print and, if applicable, subcontract levels.
- c) Tax revenues to be generated for Maryland and its political subdivisions as a result of the contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
- d) Subcontract dollars committed to Maryland small businesses and MBEs. (These are also included under the first category.)
- e) Other benefits to the Maryland economy, which the offeror promises will result from awarding the contract to the offeror. Describe the benefits, its value to the Maryland economy and how it will result from the contract award.

E. PRICE PROPOSAL

1. The price proposal form is included in this solicitation at the end of Section V and must be used to submit the Offeror's price. Price proposals must be submitted separate and apart from the technical proposal.
2. **Price Proposal:** The due date and time for price proposals is anticipated to be on 02/07/11 on or before 4:00 p.m. The Price Proposal shall be filled out **completely** in ink or typed on the Price Proposal Form. Any erasures and/or alterations to the Proposer's pricing shall be initialed in ink by the signer. Please note, however, that no changes, alterations or additions to the Price Proposal Form are permitted. The Price Proposal shall clearly indicate the maximum cost to the University for the provision of services per the RFP.

This volume must contain complete cost information for all items and services proposed to be furnished. The following will be required to be quoted in the Price Proposal.

- a. **Base Fee:** Proposers are to quote a fixed fee for the provision of services for the base scope of work which is to be completed in accordance with the schedule indicated.

Note: The only reimbursable expenses allowed will be for 1) reproduction including photographic and 2) courier expenses including overnight delivery to Frostburg State University (this allowance may **not** be used for courier/delivery services amongst the Firm and its sub-consultants) for the base contract scope of services. Each Proposer will quote, a not-to-exceed amount cash allowance for these two items.

SECTION V. SPECIFICATIONS

A. BACKGROUND

GENERAL BACKGROUND

Frostburg State University has provided paths to success for students for over 100 years. Founded in 1898 to prepare teachers, the institution today is a public, comprehensive, largely residential regional university offering a wide array of affordable programs at the undergraduate and graduate levels. The only four-year institution of the University System of Maryland west of the Baltimore-Washington corridor, the University serves as the premier educational and cultural center for western Maryland. At the same time, it draws its student population from all counties in Maryland, as well as from numerous other states and foreign countries, thereby creating a campus experience that prepares students to live and work in a culturally diverse world.

The University is distinguished by a scenic campus encircled by mountains, its excellent academic programs, its nationally acclaimed community service programs, and its vital role in regional economic development initiatives. As a result, it holds the distinction of being one of the University System institutions most closely woven into the fabric of the surrounding area.

Frostburg State University is, first and foremost, a teaching institution in which students are guided and nurtured by dedicated, highly qualified faculty and staff. Faculty engage in wide-ranging research and scholarly activity with the ultimate goal of enhancing student learning. The academic experience of undergraduates includes a rigorous general education program in the liberal arts and sciences, including development of core skills. Major areas of specialization are offered in education, business, science and technology, the creative and performing arts, and selected programs in the humanities and social sciences. The University provides numerous opportunities for students to engage in community service, leadership development activities, undergraduate research, and internships. These activities serve as experiential laboratories in which students apply what they have learned in the classroom to real-world situations. Graduate programs provide specialized instruction for students involved in or preparing for professional careers.

Frostburg State University continues to define its core mission as providing pathways to success – in careers, in further education, and in life – for all of its graduates.

Frostburg State University is located in the Appalachian highlands (elevation 2,000 feet) of western Maryland. The main campus covers 260 acres within the town limits of Frostburg (population 7,500).

The local region is rich in both history and outdoor activities. Students can visit nearby recreational areas—Rocky Gap, New Germany, and Deep Creek Lake State Parks—which offer camping, boating, swimming, hiking, and skiing.

FSU enrolled our largest undergraduate class ever for fall 2010, 4,755, and our total enrollment of 5,385 students for fall 2009 is up 475 students, nearly 10 percent, from 2006's enrollment of 4,910. We have had strong, even record, numbers of freshmen, and transfers have increased markedly, and the number of continuing students has improved markedly. Additionally, for the second straight year, we have surpassed our budgeted full-time equivalent students. Our graduate enrollment is showing early indications of improvement, but budget limitations have forced us to delay hiring a graduate dean, a position that will be necessary to truly build our graduate programs.

The university needs to reevaluate options for enrollment growth over the next decade and assess the impact this growth would have on campus facilities. In response to this need the university will need a housing market study.

Existing on-campus Housing & Residence Life

Thirty-four percent of our students live on campus in eleven residence halls: Allen, Annapolis, Cambridge, Cumberland, Diehl, Frederick, Frost, Gray, Simpson, Sowers, and Westminster. Edgewood Commons, a privately owned apartment-style complex on campus opened in fall 2003.

First Year Experience Program

Residence Life Staff in five of the traditional residence halls in our Uphill area offer special support and activities for new students in making the transition from high school to college life. FYE participants benefit from lower staff-student ratios and a heightened sense of community with other new students. Residential Peer Mentors are also assigned to these buildings to assist students with academic issues and to provide group study opportunities for residents.

S.T.E.M. Program

Freshmen interested in exploring majors in Science, Technology, Engineering, or Math are welcome to request assignment in S.T.E.M., located in Sowers Hall. This program provides a unique opportunity to develop relationships with peers, mentors, and faculty in these disciplines. The community of S.T.E.M. majors benefit from study and tutoring sessions, and enjoy close proximity to Compton Science Center, where many of their classes are held. While specifically for S.T.E.M. majors, Sowers is also part of the FYE Program.

CIA (Community Involvement Ambassadors)

Community Involvement Ambassadors is a living-learning program housed in Cumberland Hall. CIA students will have the opportunity to be involved with university programming and activities, attend cultural performances, and learn how to effectively participate in and manage student organizations. This unique opportunity enables students to begin their freshman year with involvement in entertaining co-curricular activities, a class that focuses on Exploring Leadership, and an understanding of how to get involved on campus.

bWell Floor

New to Cumberland Hall for the 2010-2011 academic year, bWell is a wellness-themed living/learning community in association with the University's "CHILL" program (Creating Healthy, Informed, Lasting Lifestyles). In promoting the aims of CHILL, programs and other resources will be made available to residents in order to support their physical fitness, nutrition, and stress management.

Honors/International

First-year and upper-class residents who are accepted into the Honors Program may apply to live in specially designated areas in either Cambridge or Frost Hall, which both feature the opportunity for single rooms. In addition to the standard housing application, a separate housing request is required through the Honors Program.

Edgewood Commons Apartments

Edgewood Commons is our newest student housing community offering apartments with all single rooms. Although designed for upper-level students, freshmen may also request to live at Edgewood Commons and will be notified if space is available. Edgewood Commons is owned and operated by a private company in cooperation with FSU.

Simpson Hall

Simpson Hall is for females who prefer a single-sex environment. Simpson is a small community of about 75 residents and included in the FYE Program. Upperclass students may also choose to live in Simpson Hall.

Upperclass Experience

Frederick and Westminster Halls house primarily upperclass and transfer students. The Upperclass Experience is an informal structure offering residents programs and activities to help them to consider issues specific to upperclass students, such as career planning, resume writing, and adjustment to the “real world” after college.

Residence Hall Amenities

Each roommate gets a bunkable/loftable bed & mattress, desk & chair, dresser and lockable closet. Each room also comes with a Microfridge, which is a combination refrigerator, freezer & microwave. Each roommate has their own computer port, giving free access to email and the Internet, as well as an individual voice-mail account. Each room is equipped with a phone line as well as a cable outlet, providing free access to over 50 television channels. Air conditioning is available in three halls.

The Residence Life Office

Located in the basement of Annapolis Hall, the Residence Life Office serves as the central office for the entire residence hall system. Here, students, as well as professional staff, work to ensure that your living environment is not only comfortable and satisfying, but also a real part of students' total educational experience. The offices for the Director of Residence Life and three Assistant Directors of Residence Life are located in the Residence Life Office.

Assistant Director

The Assistant Director (ADs) are responsible for the overall management of the residence halls. Their primary function is to assist students in the areas of educational and social developmental and personal growth and to facilitate students' adjustment to university and residence hall life. The Assistant Directors also train and supervise a staff of Resident Directors (RDs), Head Residents (HRs), and Resident Assistants (RAs), coordinate the developmental and educational programming for the halls, promote leadership development and community building, and introduce new concepts that will make residence hall living a more rewarding and meaningful experience for residential students.

Resident Directors / Head Residents

Resident Directors (RDs) are graduate students and Head Residents (HRs) are undergraduate students who live in the residence halls and have shown the ability to accomplish various administrative tasks. The RDs/HRs advise and work as liaisons between the residents, the RAs, and the Assistant Directors. The RDs/HRs are responsible for aiding in the writing of work orders, incident reports, and other duties as assigned. The RDs/HRs also advise the Hall Councils in the building to which they are assigned, as well as assist and support the hall programs and activities. RDs/HRs supervise a staff of RAs in their assigned building. Additionally, Resident Directors serve as hearing officers for administrative and panel hearings.

Resident Assistants

Resident Assistants (RAs) are the main work force of the Residence Life Office. They are undergraduate students who live in the residence halls to aid the residents in their adjustment to university life. The RAs are responsible for informing residents of the various rules and regulations as well as information concerning university resources and programs. There will be one RA in each building on duty each night to assist residents with any of a variety of problems, including personal counseling, information, or discipline. The RAs are very important resources for all students who live in the residence halls.

B. STATEMENT OF NEEDS

GENERAL

The Department of Residence Life at Frostburg State University (RL) is seeking a qualified consultant to provide services to perform the requirements as stated below. The consultant will be required to become familiar with the culture of Frostburg State University (FSU), surrounding area of Frostburg and Allegany County and provide the deliverables as indicated. Qualified firms: (1) should have completed a minimum of five housing market studies of this nature for colleges or universities within the past five years, (2) should have experience servicing public colleges or universities located in the State of Maryland.

The selected firm will:

Provide a detailed market analysis of current and future demand for student housing and housing preferences on or off campus, incorporating current student residency policy (as related to student development theory and market control), enrollment projections, demographic data, the University's proposed competitive position and area market/economic conditions.

C. SPECIFIC

The selected firm shall provide:

1. Analysis of Present and Future Student Housing Market

Provide quantitative and qualitative data regarding overall demand for student housing by type and mix, configuration, price, amenities and services. This analysis should include a ten-year projection of the demand for on-campus and near campus housing, including potential rate structures.

RL suggests that the market analysis incorporate:

- Focus groups with existing students (in residence halls and off-campus) and survey data (using internally developed instruments and one distributed by ACUHO-I and designed by EBI) for years 2005 to 2010. Groups surveyed should include a combination of students in differing residence hall configurations and offerings, upper-class students and freshmen. Consideration should be given to satisfaction or dissatisfaction with existing housing (on and off campus) and opinions about desired housing, including amenities, services and pricing.
- Focus groups with other campus offices and departments that are serviced by or work in collaboration with RL. These should include Athletics, Admissions, Dining Services, New Student Programs, International Student Programs, Freshman Honors Program, Disability Support Services, Conference Services, and others. Discussions with conference organizers that have consistently used Frostburg facilities may also be necessary.
- Competitive market analysis of the off-campus housing market, including review of market conditions -supply/demand, occupancy rates, rent levels, programs and services offered, level/type of amenities and proposed competition.
- Consideration of enrollment trends, projections and goals, as provided by the Office of Planning, Assessment and Institutional Research.

Based on institutional decisions facilitated by the results of this RFP, it may be the intention of RL to provide decision-supporting analysis reports to underwriting agencies in connection with tax-exempt bond financing. Please advise of any additions to the scope of this section that may contribute to meeting needs of such underwriters.

Included with this RFP is information on Trends in Enrollment (Appendix A), Residence Hall Occupancy (Appendix B) and Edgewood Commons Occupancy(Appendix C). The firm will need to include in their proposal all of the reports that will highlight that will convey the necessary information as outlined in this RFP.



BID/PRICE PROPOSAL FORM

BIDDER'S NAME: _____

PROJECT TITLE: Market Housing Study

PROJECT NUMBER: FSU-P10-23

Failure to properly and completely fill in all blanks may be cause for rejection of this bid/proposal.

Having carefully examined all of the solicitation documents for the above referenced project and ADDENDA NUMBER(S) _____ being collectively referred to as the Contract Documents, and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to furnish all labor, materials and equipment required by the said documents for the entire work, all in strict accordance with the Contract Documents, for the sum of:

TOTAL PROJECT (_____) (\$ _____)
Words Numbers

Total Project Cost from Bid Price Work Sheets, Appendix A – Phase 2A & B, L-101 (Excel File)

If the undersigned is notified by the Procurement Officer/Representative of the acceptance of the bid within 90 days after the bid date, Contractor agrees to guarantee the completion of this work as specified in the Contract Documents.

Firm License Number Date Issued Place of Issuance
(if applicable)

Minority Business Enterprises:

The undersigned certifies that the Bidder:

_____ IS NOT a Certified Minority Business Enterprise.

_____ IS a Minority Business Enterprise (MBE), certified by the Maryland Department of Transportation, and assigned the following certification number: _____
(Certification Number)

INDIVIDUAL PRINCIPAL

Firm Name: _____

Address: _____

Phone/Fax No.: _____

E-mail Address: _____

_____ Federal Tax ID or Social Security No.

Witness: _____ Signed: _____

CO-PARTNERSHIP PRINCIPAL

Address: _____

Phone/Fax No.: _____

E-mail Address: _____

_____ Federal Tax ID or Social Security No.

In the Presence of

Witness: _____ By: _____

Witness: _____ By: _____

Witness: _____ By: _____

Partner

CORPORATE PRINCIPAL

_____ Name of Corporation

Address: _____

Phone/Fax No.: _____

E-mail Address: _____

_____ Federal Tax ID Number

The undersigned affirms, and it is a condition precedent to acceptance of this bid, that the bidder has not been a party to any agreement to bid a fixed or uniform price.

By: _____

Signature of Officer or Authorized Agent
(Affix Corporate Seal)

_____ Printed Name

_____ Title

Witness: _____

**FROSTBURG STATE UNIVERSITY
TRENDS IN UNDERGRADUATE ENROLLMENT
FALL 2006 – FALL 2010**

Status	Fall 06	Fall 07	Fall 08	Fall 09	Fall 10
Full Time	4004	4096	4296	4439	4544
Part Time	248	239	286	316	322
Total Undergraduate	4252	4335	4582	4755	4866

Credit Hours/FTE	Fall 06	Fall 07	Fall 08	Fall 09	Fall 10
Student Level Credit Hours	59799	60804	64174	66631	67952
Student Level FTE	3986.6	4053.6	4278.3	4442.1	4530.1

Race	Fall 06	Fall 07	Fall 08	Fall 09	Fall 10
Unknown	92	98	103	106	28
Black	704	848	1004	1127	1129
Amer Ind	17	19	15	18	13
Asian	71	69	81	77	75
Hispanic	83	90	96	123	188
White	3242	3191	3250	3257	3384
NR Alien	43	20	33	47	49
Total Undergraduate	4252	4335	4582	4755	4866

Gender	Fall 06	Fall 07	Fall 08	Fall 09	Fall 10
Male	2230	2223	2368	2416	2489
Female	2022	2112	2214	2339	2377
Total Undergraduate	4252	4335	4582	4755	4866

Race	Gender	Fall 06	Fall 07	Fall 08	Fall 09	Fall 10
Unknown	Male	46	47	50	46	16
	Female	46	51	53	60	12
Black	Male	361	422	501	551	557
	Female	343	426	503	576	572
Amer Ind	Male	9	9	6	9	7
	Female	8	10	9	9	6
Asian	Male	43	37	47	44	47
	Female	28	32	34	33	28
Hispanic	Male	44	53	58	69	98
	Female	39	37	38	54	90
White	Male	1707	1648	1695	1683	1744
	Female	1535	1543	1555	1574	1640
NR Alien	Male	20	7	11	14	20
	Female	23	13	22	33	29
Total Undergraduate		4252	4335	4582	4755	4866

Geographic Area	Fall 06	Fall 07	Fall 08	Fall 09	Fall 10
Out of State	431	395	400	425	404
Maryland	3821	3940	4182	4330	4462
Total Undergraduate	4252	4335	4582	4755	4866

Registration Type	Fall 06	Fall 07	Fall 08	Fall 09	Fall 10
Concur. HS Reg.	.	.	.	11	28
Continuing	2860	2814	3071	3170	3299
1st-time Student	1023	1074	1043	1041	1033
Re-Admit	86	82	70	101	78
Transfer	269	356	371	416	413
UG 2nd Degree	14	9	27	16	15
Total Undergraduate	4252	4335	4582	4755	4866

Off Campus Site	Fall 06	Fall 07	Fall 08	Fall 09	Fall 10
Catonsville	4	5	14	22	12
Hagerstown	81	99	114	122	140
Arundel Mills	.	.	.	.	4
Total Undergrad	85	104	128	144	156

Residence Hall	Fall 06	Fall 07	Fall 08	Fall 09	Fall 10
Allen Hall	76	82	79	78	85
Annapolis Hall	162	154	159	161	168
Cambridge Hall	158	165	162	159	161
Cumberland Hall	209	228	225	226	230
Diehl Hall	71	80	79	79	78
Frederick Hall	288	295	308	305	315
Frost Hall	68	52	59	51	68
Gray Hall	76	78	80	83	74
Simpson Hall	72	75	79	83	83
Sowers Hall	75	.	83	81	80
Westminster Hall	279	294	295	304	309
Total Undergrad	1534	1503	1608	1610	1651

Student Level	Fall 06	Fall 07	Fall 08	Fall 09	Fall 10
Freshman	1545	1661	1695	1624	1607
Sophomore	872	849	971	1036	1026
Junior	904	926	954	1061	1094
Senior	886	860	888	943	1041
Other U	45	39	74	91	98
Total Undergrad	4252	4335	4582	4755	4866

FROSTBURG STATE UNIVERSITY
TRENDS IN UNDERGRADUATE ENROLLMENT
FALL 2006 – FALL 2010

Appendix A

Primary Major	Fall 06	Fall 07	Fall 08	Fall 09	Fall 10
COLLEGE OF BUSINESS					
Accounting	108	126	135	137	140
Business Administration	592	550	617	574	483
Economics	34	29	28	28	23
Health Science Admin.	3	3	2	3	3
Total COB	737	708	782	742	649

COLLEGE OF EDUCATION					
Athletic Training	64	56	84	88	80
Early Child./Elementary Ed.	207	207	218	229	217
Elementary/ Middle Sch. Ed.	191	185	182	189	153
Exercise & Sport Science	70	78	86	104	111
Physical Educ.	111	93	100	121	124
Recreation & Parks Mgmt	86	92	91	94	92
Total COE	729	711	761	825	777

COLLEGE OF LIBERAL ARTS & SCIENCES					
Actuarial Science	3	.	.	.	.
Additions Counseling Certif.	.	.	.	1	.
Art & Design	45	29	31	19	31
Biology	125	137	145	156	144
Chemistry	48	37	33	30	49
Communication Studies	37	37	47	44	31
Computer Information Sys.	.	.	.	1	2
Computer Print Graphics Certif.	.	.	.	.	1
Computer Science	156	150	176	135	122
Criminal Justice	9	7	11	7	8
Dance	1	1	.	.	.
Earth Science	20	16	20	22	19
Engineering	.	.	136	153	161
English	115	128	132	131	127
Environ. Analysis & Planning	34	30	32	38	41
Ethnobotany	.	4	6	8	12
Foreign Languages & Lit.	27	23	33	31	34
Geography	26	32	34	31	45
History	79	91	105	111	99
Information Technology	.	.	6	40	62
Information Technology Mgmt	2	4	2	3	2
International Studies	33	50	45	43	40
Interpretive Biol. & Nat. Hist.	9	10	13	10	15
Justice Studies	8	1	.	.	.
Law and Society	202	202	221	223	231
Liberal Studies	83	82	98	77	72
Mass Communication	151	138	163	165	166
Mathematics	33	40	40	43	42
Music	75	76	91	90	82
Nursing	.	.	2	3	17
Philosophy	15	13	9	17	14
Physics	26	23	20	23	23
Political Science	76	89	72	78	65
Pre-Art	107	101	122	124	100
Pre-Engineering	122	124	.	.	9
Pre-Nursing	.	.	3	6	1
Pre-Professional	96	97	105	109	84
Pre-Social Work	38	50	33	63	62
Psychology	243	237	239	291	321
Social Science	59	55	49	51	49
Social Work	30	37	40	25	22
Sociology	46	59	74	106	106
Theatre	63	61	57	58	65
Urban & Regional Planning	13	11	13	17	22
Wildlife & Fisheries	56	61	66	88	83
Total CLAS	2311	2343	2524	2671	2681

DEGREE SEEKING UNDECIDED	410	506	403	400	657
NON-DEGREE SEEKING	65	67	112	117	102

Total Undergraduate	4252	4335	4582	4755	4866
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Second Major~	Fall 06	Fall 07	Fall 08	Fall 09	Fall 10
Accounting	1	.	2	1	4
Addiction Counseling Cert.	5	2	1	.	4
Art & Design	.	1	2	3	1
Biology	1	2	2	3	2
Business Administration	3	3	4	1	2
Chemistry	2	2	1	.	.
Child & Family Cert.	4	8	7	3	2
Communication Studies	4	3	2	1	1
Computer Graphics Cert.	1	.	1	3	4
Computer Science	1	1	.	2	1
Computing Technology Cert.	3	.	1	.	.
Criminal Justice	1	.	.	.	.
Early Child./Elementary Ed.	1	.	1	1	.
Earth Science	1	3	2	.	1
Economics	4	3	3	1	2
Elementary/ Middle Sch. Ed.	1	1	1	1	.
English	2	4	7	4	5
Environmental Analysis	1	1	.	.	.
Ethnobotany	.	.	.	1	2
Foreign Languages & Lit.	19	14	9	12	10
Geography	5	4	3	6	8
History	6	9	7	6	5
Information Technology	.	.	.	1	2
International Studies	5	6	5	2	.
Intn'l Area Studies Cert.	.	2	5	4	7
Justice Studies	1	.	.	.	.
Law and Society	13	25	18	18	20
Leadership in Psyc. Cerf.	.	.	.	3	2
Liberal Studies	2	1	3	2	4
Mass Communication	2	7	3	5	3
Mathematics	8	6	3	2	2
Music	.	6	5	1	.
Networking Cert.	1	.	.	.	.
Philosophy	9	6	11	6	5
Physics	1	.	.	1	2
Political Science	20	9	12	22	26
Pre-Art	.	.	2	.	.
Pre-Professional	.	.	1	.	.
Professional Writing Cert.	.	.	2	1	4
Programming Certif.	1	.	.	.	1
Psychology	8	11	8	12	9
Public Admin. Cert.	1	.	1	3	.
Recreation & Parks Mgmt	2	.	2	1	.
Social Science	1	3	2	3	1
Sociology	8	7	14	10	14
Software Devel. Cert.	1	.	.	.	1
Theatre	2	3	2	2	1
Urban & Regional Planning	1	1	.	1	1
Wildlife & Fisheries	.	1	2	.	.

~These students have already been counted under their primary major.

FROSTBURG STATE UNIVERSITY
TRENDS IN UNDERGRADUATE ENROLLMENT
FALL 2006 – FALL 2010

Appendix A

State	Fall 06	Fall 07	Fall 08	Fall 09	Fall 10
Foreign	43	22	34	48	48
US-State Unkwn	1	2	.	2	2
Alabama	.	2	2	1	2
California	2	2	2	.	1
Colorado	.	1	1	1	.
Connecticut	4	4	4	5	3
Delaware	14	11	14	13	16
Washington, DC	22	36	37	34	29
Florida	2	3	1	2	2
Georgia	1	1	3	1	2
Hawaii	.	.	1	1	2
Idaho	.	.	1	1	1
Illinois	.	1	.	1	2
Indiana	.	.	1	.	.
Kansas	1	.	.	.	.
Maine	.	1	2	2	2
Maryland*	3821	3940	4182	4330	4462
Massachusetts	2	.	.	1	1
Minnesota	.	.	.	1	.
Missouri	1	1	.	.	.
New Hampshire	.	2	3	2	2
New Jersey	30	27	18	21	12
New York	17	18	12	17	15
North Carolina	.	1	.	1	2
Ohio	4	5	3	1	5
Pennsylvania	123	120	133	151	152
Rhode Island	.	.	.	1	1
South Carolina	3	3	2	2	.
Texas	1	.	.	1	.
Vermont	1	.	.	.	.
Virginia	102	86	79	68	59
Washington	.	1	1	.	.
West Virginia	57	45	46	46	43
Total Undergraduate	4252	4335	4582	4755	4866

*Maryland County	Fall 06	Fall 07	Fall 08	Fall 09	Fall 10
Allegany	755	751	789	792	809
Anne Arundel	248	242	254	296	294
Balt. County	294	292	346	347	356
Calvert	85	85	102	105	117
Caroline	13	21	31	31	30
Carroll	159	183	162	143	150
Cecil	62	63	59	64	79
Charles	135	133	136	128	133
Dorchester	23	20	13	12	10
Frederick	240	260	270	302	315
Garrett	165	155	171	190	180
Harford	142	131	141	128	116
Howard	178	175	159	161	174
Kent	13	16	19	18	16
Montgomery	457	484	475	495	491
Prince George's	330	373	423	470	522
Queen Anne's	30	28	30	37	33
St. Mary's	79	82	83	71	94
Somerset	1	4	2	2	3
Talbot	25	22	16	17	15
Washington Co.	218	222	263	280	290
Wicomico	17	17	18	19	22
Worcester	20	22	27	21	25
Baltimore City	132	159	193	201	188
Total Undergraduate	3821	3940	4182	4330	4462

FROSTBURG STATE UNIVERSITY
TRENDS IN GRADUATE ENROLLMENT
FALL 2006 – FALL 2010

Appendix A

Status	Fall 06	Fall 07	Fall 08	Fall 09	Fall 10
Full Time	192	215	195	243	247
Part Time	466	443	438	387	357
Total Graduate	658	658	633	630	604

Credit Hours/FTE	Fall 06	Fall 07	Fall 08	Fall 09	Fall 10
Student Level Credit Hours	3677	3923	3871	4188	4148
Student Level FTE	306.4	326.9	322.6	349.0	345.7

Race	Fall 06	Fall 07	Fall 08	Fall 09	Fall 10
Unknown	21	22	13	14	2
Black	21	20	17	20	32
Amer Ind	4	.	2	3	.
Asian	6	6	4	3	8
Hispanic	5	5	4	4	8
White	594	597	585	572	540
NR Alien	7	8	8	14	14
Total Graduate	658	658	633	630	604

Gender	Fall 06	Fall 07	Fall 08	Fall 09	Fall 10
Male	228	226	219	190	201
Female	430	432	414	440	403
Total Graduate	658	658	633	630	604

Race	Gender	Fall 06	Fall 07	Fall 08	Fall 09	Fall 10
Unknown	Male	9	9	3	5	2
	Female	12	13	10	9	.
Black	Male	11	11	6	9	15
	Female	10	9	11	11	17
Amer Ind	Male	.	.	.	1	.
	Female	4	.	2	2	.
Asian	Male	3	4	2	1	4
	Female	3	2	2	2	4
Hispanic	Male	.	1	.	.	3
	Female	5	4	4	4	5
White	Male	200	198	207	168	168
	Female	394	399	378	404	372
NR Alien	Male	5	3	1	6	9
	Female	2	5	7	8	5

Total Graduate	658	658	633	630	604
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Geographic Area	Fall 06	Fall 07	Fall 08	Fall 09	Fall 10
Out of State	169	168	177	159	178
Maryland	489	490	456	471	426
Total Graduate	658	658	633	630	604

Registration Type	Fall 06	Fall 07	Fall 08	Fall 09	Fall 10
Continuing	563	558	498	520	458
1st-time Student	76	87	113	86	122
Second Degree	4	2	6	8	6
Internal Transfer	8	4	8	6	6
Re-Admit	7	7	8	10	12
Total Graduate	658	658	633	630	604

Off Campus Site	Fall 06	Fall 07	Fall 08	Fall 09	Fall 10
Catonsville	.	.	17	16	.
Hagerstown	227	232	243	217	194
Online Progs	.	.	.	.	40
Total Graduate	227	232	260	233	234

Residence Hall	Fall 06	Fall 07	Fall 08	Fall 09	Fall 10
Annapolis Hall	.	1	.	.	.
Cambridge Hall	2	4	5	5	1
Cumberland Hall	.	.	.	1	1
Frederick Hall	2	2	1	2	1
Simpson Hall	.	.	.	1	.
Westminster Hall	.	.	2	.	1
Total Graduate	4	7	8	9	4

Student Level	Fall 06	Fall 07	Fall 08	Fall 09	Fall 10
<1 Year Grad	282	308	319	333	331
1+ Year Grad	338	297	266	259	255
Other G	38	53	48	38	18
Total Graduate	658	658	633	630	604

FROSTBURG STATE UNIVERSITY
TRENDS IN GRADUATE ENROLLMENT
FALL 2006 – FALL 2010

Appendix A

Major	Fall 06	Fall 07	Fall 08	Fall 09	Fall 10
COLLEGE OF BUSINESS					
Management (MBA)	126	106	109	115	144
COLLEGE OF EDUCATION					
Education	338	341	331	316	294
<i>Administration & Supervision</i>	102	108	106	105	95
<i>Curriculum & Instruction</i>	48	37	48	47	45
<i>Interdisciplinary</i>	39	40	36	33	29
<i>Reading</i>	83	86	75	71	53
<i>School Counseling</i>	23	24	21	24	27
<i>Special Education</i>	43	46	45	36	45
Elementary Educ MAT	13	27	23	35	25
Secondary Educ MAT	44	52	39	44	35
Human Performance	6	.	.	.	.
Parks & Recreation Mgmt	12	6	18	17	19
Education Tech. Certif.	.	.	.	1	.
Total COE	413	426	411	413	373
COLLEGE OF LIBERAL ARTS & SCIENCES					
Applied Ecology	18	14	12	10	12
Computer Science	15	7	5	7	14
Counseling Psych	40	45	39	37	37
Wildlife & Fisheries	8	7	9	11	6
Total CLAS	81	73	65	65	69
NON-DEGREE SEEKING					
	38	53	48	37	18
Total Graduate	658	658	633	630	604

State	Fall 06	Fall 07	Fall 08	Fall 09	Fall 10
Foreign	7	8	8	14	14
Alabama	.	.	.	1	1
Alaska	.	.	1	.	.
California	.	.	2	1	1
Colorado	.	1	2	2	.
Delaware	2	2	1	.	.
Florida	.	.	1	1	1
Idaho	.	1	1	.	.
Illinois	1	1	.	.	.
Indiana	.	.	1	.	1
Kansas	.	.	1	.	.
Kentucky	1	2	2	2	1
Maine	1	1	1	.	.
Maryland*	489	490	456	471	426
Massachusetts	1	2	1	.	1
Michigan	.	1	1	1	1
Minnesota	.	.	1	1	1
Nevada	.	.	.	.	1
New Hampshire	1	1	.	.	.
New Jersey	.	.	3	3	5
New York	1	.	3	1	6
North Carolina	1	1	1	1	2
North Dakota	1	1	1	1	.
Ohio	2	1	1	2	5
Pennsylvania	105	99	104	82	93
Virginia	5	6	5	5	5
West Virginia	39	40	36	41	39
Wisconsin	1	.	.	.	.
Total Graduate	658	658	633	630	604
*Maryland County					
Allegany	219	215	174	173	143
Anne Arundel	6	3	7	13	10
Balt. County	7	6	8	7	10
Calvert	1	.	.	1	3
Carroll	6	6	1	4	6
Cecil	.	2	1	2	3
Charles	5	.	5	3	2
Dorchester	.	.	1	.	.
Frederick	30	29	26	40	29
Garrett	42	42	41	46	44
Harford	6	3	4	3	3
Howard	5	3	3	9	11
Kent	.	.	1	1	1
Montgomery	6	10	8	18	16
Prince George's	10	5	5	7	5
Queen Anne's	1	.	.	.	.
St. Mary's	3	2	.	1	1
Talbot	1	.	1	.	.
Washington Co.	139	164	167	139	132
Wicomico	1	.	.	1	1
Worcester	.	.	.	1	2
Baltimore City	1	.	3	2	4
Total Graduate	489	490	456	471	426

**FROSTBURG STATE UNIVERSITY
FALL 2010
ENROLLMENT DATA BY CAMPUS**

HEADCOUNT - ALL FSU

	Total Headcount	Sex		Attendance Status		Residence Out of State		Race			Student- level FTE
		Female	Male	Full Time	Part Time	MD	State	Black	White	Other	
First Time UG	1033	474	559	1028	5	960	73	262	683	88	978.3
Freshmen	579	262	317	567	12	551	28	208	328	43	543.6
Sophomore	1024	502	522	995	29	947	77	284	671	69	981.9
Junior	1094	525	569	1017	77	990	104	218	812	64	1030.6
Senior	1041	548	493	897	144	951	90	156	828	57	943.9
Other/Unclas UG	95	66	29	40	55	63	32	1	62	32	51.8
Total Undergraduate	4866	2377	2489	4544	322	4462	404	1129	3384	353	4530.1
First Time Grad	122	78	44	66	56	69	53	5	107	10	77.4
Other Graduate	482	325	157	181	301	357	125	27	433	22	268.3
Total Graduate	604	403	201	247	357	426	178	32	540	32	345.7
Total FSU	5470	2780	2690	4791	679	4888	582	1161	3924	385	4875.8

STUDENT LEVEL CREDIT HOUR FTE - ALL FSU

	Total FTE	Sex		Attendance Status		Residence Out of State		Race			Total Headcount
		Female	Male	Full Time	Part Time	MD	State	Black	White	Other	
First Time UG	978.3	452	526.3	976	2.3	907.7	70.7	247.3	646	85	1033
Freshmen	543.6	250.4	293.2	537.9	5.7	518	25.6	198	304.5	41.2	579
Sophomore	981.9	485	496.9	968.8	13.1	906	76	273.9	640.5	67.5	1024
Junior	1031	495	535.6	999.5	31.1	932.5	98	214.5	754.9	61.1	1094
Senior	943.9	511.3	432.6	881.8	62.1	862.6	81.3	142.5	748.6	52.8	1041
Other/Unclas UG	51.8	34.3	17.5	36.6	15.2	24.1	27.7	0.4	24.1	27.3	95
Total Undergraduate	4530.1	2228	2302	4401	129.5	4151	379.3	1077	3119	334.9	4866
First Time Grad	77.4	48.1	29.3	53.9	23.5	43.8	33.6	4.3	66.4	6.8	122
Other Graduate	268.3	178.9	89.3	165.4	102.8	204.3	63.9	19.5	235.3	13.5	482
Total Graduate	345.7	227	118.7	219.3	126.3	248.2	97.5	23.8	301.7	20.3	604
Total FSU	4875.8	2455	2421	4620	255.8	4399	476.8	1100	3420	355.2	5470

**FROSTBURG STATE UNIVERSITY
FALL 2010
ENROLLMENT DATA BY CAMPUS**

HEADCOUNT - HAGERSTOWN

	Total Headcount	Sex		Attendance Status		Residence Out of State		Race			Student- level FTE
		Female	Male	Full Time	Part Time	MD	State	Black	White	Other	
Freshmen	5	1	4	2	3	5	.	1	4	.	2.6
Sophomore	9	8	1	2	7	9	.	2	7	.	4.4
Junior	54	39	15	28	26	51	3	4	48	2	32.5
Senior	69	43	26	29	40	64	5	3	63	3	43.9
Other/UnclasUG Total	3	2	1	3	.	3	.	.	3	.	2.7
Undergraduate	140	93	47	64	76	132	8	10	125	5	86
First Time Grad	24	14	10	7	17	18	6	1	22	1	12.5
Other Graduate	170	116	54	40	130	123	47	7	156	7	86.3
Total Graduate	194	130	64	47	147	141	53	8	178	8	98.8
Total Hagerstown	334	223	111	111	223	273	61	18	303	13	184.8

STUDENT LEVEL CREDIT HOUR FTE - HAGERSTOWN

	Total FTE	Sex		Attendance Status		Residence Out of State		Race			Total Headcount
		Female	Male	Full Time	Part Time	MD	State	Black	White	Other	
Freshmen	2.6	0.6	2	1.6	1	2.6	.	0.8	1.8	.	5
Sophomore	4.4	4.2	0.2	1.8	2.6	4.4	.	1	3.4	.	9
Junior	32.5	23.9	8.6	23.6	8.9	31.6	0.9	2.8	28.5	1.2	54
Senior	43.9	30.5	13.4	28.4	15.5	40.5	3.3	1.6	41	1.3	69
Other/UnclasUG Total	2.7	1.9	0.8	2.7	.	2.7	.	.	2.7	.	3
Undergraduate	86	61	25	58.1	27.9	81.8	4.2	6.2	77.3	2.5	140
First Time Grad	12.5	6.5	6	5.8	6.8	9.8	2.8	0.8	10.8	1	24
Other Graduate	86.3	61.6	24.8	45.3	41	67.3	19	5.3	77.8	3.3	170
Total Graduate	98.8	68.1	30.8	51.1	47.8	77.1	21.8	6	88.6	4.3	194
Total Hagerstown	184.8	129.1	55.8	109.2	75.7	158.9	26	12.2	165.9	6.7	334

FROSTBURG STATE UNIVERSITY
FALL 2010
ENROLLMENT DATA BY CAMPUS

Appendix A

HEADCOUNT – Off Campus Sites and Online Programs

	Total Headcount	Sex		Attendance Status		Residence Out of State		Race			Student- level FTE
		Female	Male	Full Time	Part Time	MD	State	Black	White	Other	
Sophomore	2	1	1	1	1	2	.	.	2	.	1.1
Junior	5	.	5	1	4	5	.	.	5	.	1.7
Senior	6	3	3	.	6	6	.	1	4	1	1.6
Other/UnclasUG	3	2	1	1	2	3	.	.	3	.	1.7
Total Undergraduate	16	6	10	3	13	16	.	1	14	1	6.0
First Time Grad	14	8	6	1	13	9	5	.	13	1	6.5
Other Graduate	26	18	8	8	18	21	5	6	18	2	15.3
Total Graduate	40	26	14	9	31	30	10	6	31	3	21.8
Total Other Sites	56	32	24	12	44	46	10	7	45	4	27.8

STUDENT LEVEL CREDIT HOUR FTE - Off Campus Sites and Online Programs

	Total FTE	Sex		Attendance Status		Residence Out of State		Race			Total Headcount
		Female	Male	Full Time	Part Time	MD	State	Black	White	Other	
Sophomore	1.1	0.2	0.9	0.9	0.2	1.1	.	.	1.1	.	2
Junior	1.7	.	1.7	0.9	0.8	1.7	.	.	1.7	.	5
Senior	1.6	1	0.6	.	1.6	1.6	.	0.2	1.2	0.2	6
Other/UnclasUG	1.7	0.8	0.9	0.9	0.8	1.7	.	.	1.7	.	3
Total Undergraduate	6.0	2	4	2.6	3.4	6	.	0.2	5.6	0.2	16
First Time Grad	6.5	3.8	2.8	0.8	5.8	4.8	1.8	.	6.3	0.3	14
Other Graduate	15.3	10.3	5	6.5	8.8	12.8	2.5	3.3	10.8	1.3	26
Total Graduate	21.8	14	7.8	7.3	14.5	17.5	4.3	3.3	17	1.5	40
Total Other Sites	27.8	16	11.8	9.9	17.9	23.5	4.3	3.5	22.6	1.7	56

**FROSTBURG STATE UNIVERSITY
FALL 2010
CREDIT HOURS BY COLLEGE AND LEVEL**

Appendix A

COLLEGE OF BUSINESS

HEGIS Code	Discipline Name	Lower Division Credit Hours	Upper Division Credit Hours	Graduate Credit Hours	Total Credit Hours
0502	Accounting	840	642	162	1644
0506	Business Law	318	0	0	318
0506	Bus Management Info Syst.	0	129	78	207
0506	Business Administration	482	54	132	668
0506	Finance	0	399	69	468
0506	International Business	0	204	0	204
0506	Management	0	2239	471	2710
0506	Marketing	0	984	60	1044
2204	Economics	1170	462	75	1707
Total COB		2810.0	5113.0	1047.0	8970.0

COLLEGE OF EDUCATION

HEGIS Code	Discipline Name	Lower Division Credit Hours	Upper Division Credit Hours	Graduate Credit Hours	Total Credit Hours
0801	Education General	784	476	925	2185
0802	Elementary Education	0	935	0	935
0803	Secondary Education	0	39	231	270
0808	Special Education	0	51	237	288
0823	Early Childhood Education	219	147	0	366
0826	School Counseling	0	0	234	234
0827	Educational Administration	0	0	234	234
0828	Educational Supervision	0	0	39	39
0829	Curriculum and Instruction	0	0	147	147
0830	Reading Education	0	627	270	897
0835	Physical Education	416	1192	36	1644
0837	Health	815	396	0	1211
0837	Health	81	90	0	171
2103	Park & Recreation Resources	297	516	120	933
2201	Social Science	0	42	0	42
9500	Orientation	1062	0	0	1062
Total COE		3674.0	4511.0	2473.0	10658.0

**FROSTBURG STATE UNIVERSITY
FALL 2010
CREDIT HOURS BY COLLEGE AND LEVEL**

Appendix A

COLLEGE OF LIBERAL ARTS & SCIENCES

HEGIS Code	Discipline Name	Lower Division Credit Hours	Upper Division Credit Hours	Graduate Credit Hours	Total Credit Hours
0401	Biology	2741	1435	183	4359
0601	Mass Communication	627	696	0	1323
0701	Computer Science	1542	512	132	2186
0702	Information Technology	0	267	0	267
0909	Electrical Engineering	60	42	0	102
0910	Mechanical Engineering	0	192	0	192
1002	Art (Fine)	2022	931	0	2953
1004	Music-Applied	115.5	197	0	312.5
1005	Music	1123	559	0	1682
1007	Theatre	365	382	0	747
1008	Dance	497	30	0	527
1101	Modern Foreign Lang & Lit	213	0	0	213
1102	French	147	21	3	171
1105	Spanish	489	219	0	708
1203	Nursing	0	111	0	111
1501	English	2844	2307	6	5157
1505	Linguistics	0	72	0	72
1506	Communication Studies	549	249	0	798
1509	Philosophy	1392	384	0	1776
1701	Mathematics	3919	309	0	4228
1901	Physical Science	925	0	0	925
1902	Physics	508	240	0	748
1905	Chemistry	1281	410	0	1691
2001	Psychology	2745	1743	320	4808
2104	Social Work	0	555	0	555
2205	History	1953	639	3	2595
2206	Geography	2198	835	0	3033
2207	Political Science	1086	1109	0	2195
2208	Sociology	2157	1716	0	3873
2210	International Studies	210	15	0	225
2211	African American Studies	93	0	0	93
4901	Liberal Studies	0	6	0	6
4901	Leadership	63	0	0	63
4903	Humanities	0	3	0	3
4904	Engineering Science	353	0	0	353
4997	Women's Studies	201	0	0	201
4999	Interdisciplinary Studies	1719	102	0	1821
9530	Developmental Math	1395	0	0	1395
Total CLAS		35532.5	16288.0	647.0	52467.5

Other

HEGIS Code	Discipline Name	Lower Division Credit Hours	Upper Division Credit Hours	Graduate Credit Hours	Total Credit Hours
9099	CO-OP Program	3	0	1	4
Total University Credit Hours		42,019.5	25,912.0	4,168.0	72,099.5
Total Course-Level FTE		2801.3	1727.5	347.3	4,876.1

Appendix B

Frostburg State University
Residence Hall Occupancy - Fall and Spring Semesters 2006-2010
Undergraduate and Graduate Combined

Source: P409 Student Enrolled Population Files; Office of Institutional Research; December 2, 2010

FALL SEMESTERS

Residence Hall	Fall 06	Fall 07	Fall 08	Fall 09	Fall 10
Allen	76	82	79	78	85
Annapolis	162	155	159	161	168
Cambridge	160	169	167	164	162
Cumberland	209	228	225	227	231
Diehl	71	80	79	79	78
Frederick	290	297	309	307	316
Frost	68	52	59	51	68
Gray	76	78	80	83	74
Simpson	72	75	79	84	83
Sowers	75	0	83	81	80
Westminster	279	294	297	304	310
Total in Residence Halls	1538	1510	1616	1619	1655

Total Fall Enrollment (UG + G)	4910	4993	5215	5385	5470
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SPRING SEMESTERS

Residence Hall	Spring 06	Spring 07	Spring 08	Spring 09	Spring 10
Allen	65	73	72	78	0
Annapolis	139	152	147	153	154
Cambridge	167	170	168	165	162
Cumberland	174	190	210	222	232
Diehl	57	73	77	0	79
Frederick	255	274	261	300	292
Frost	69	64	51	59	48
Gray	67	70	69	77	82
Simpson	66	70	67	68	83
Sowers	62	72	60	83	79
Westminster	250	270	269	288	292
Total in Residence Halls	1371	1478	1451	1493	1503

Total Spring Enrollment (UG + G)	4600	4585	4667	4805	5034
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Edgewood Commons Total Occupancy

Appendix C

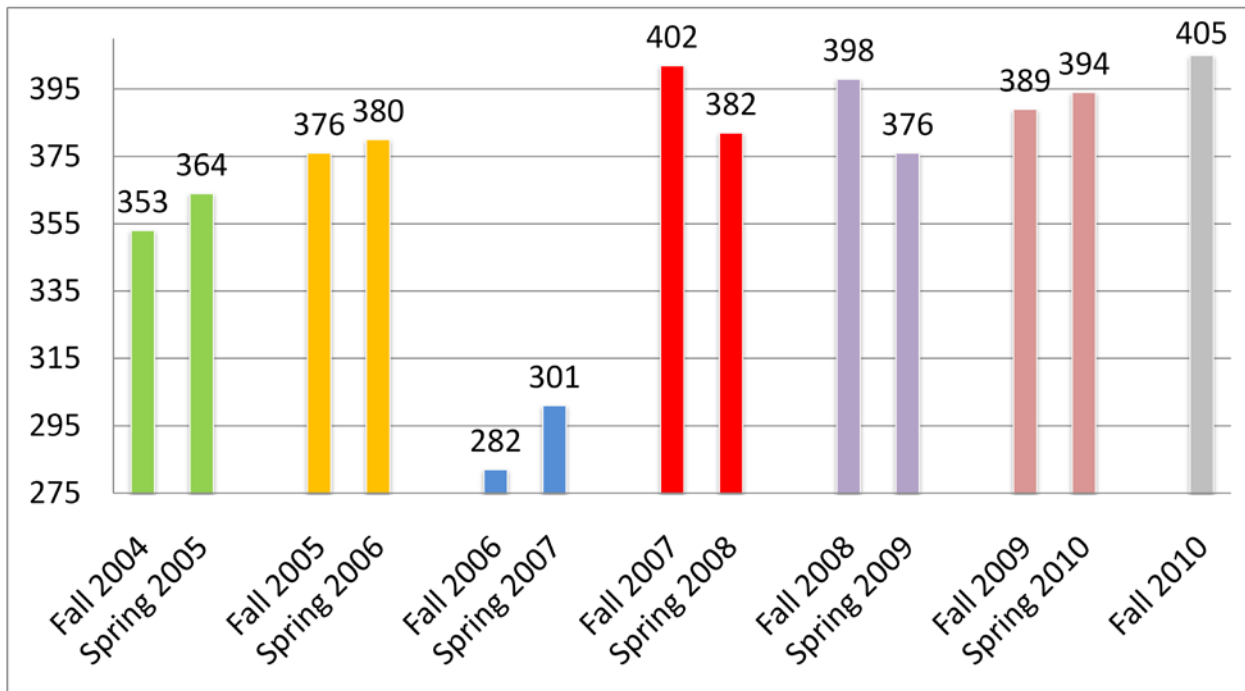


EXHIBIT A
REQUIRED CONTRACT PROVISIONS

The provisions contained in this exhibit will be incorporated and be a part of the contract entered into between Frostburg State University and any contractors as a result of this procurement.

1. Amendment

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

2. Non-Hiring of Employees

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

3. Maryland Law Prevails

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

4. Affirmation Regarding Bribery Convictions

The Contractor shall submit with its bid/proposal an Anti-Bribery Affidavit in the form required by University System of Maryland (USM) Procurement Policies and Procedures (Bid/Proposal Affidavit, paragraph B).

5. Affirmation Regarding Other Convictions

The Contractor shall submit with its bid/proposal a Procurement Affirmation regarding other convictions in the form required by USM Procurement Policies and Procedures (Bid/Proposal Affidavit, paragraph C).

6. Debarment Affirmation

The Contractor shall submit with its bid/proposal a Procurement Affirmation in the form required by USM Procurement Policies and Procedures (Bid/Proposal Affidavit, paragraph D).

7. 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 Procurement Policies and Procedures (Bid/Proposal Affidavit, paragraph E).

8. Affirmation Regarding Sub-Contract

The Contractor shall submit with its bid/proposal a Procurement Affirmation regarding sub-contract in the form required by USM Procurement Policies and Procedures (Bid/Proposal, paragraph F).

9. Non-Collusion Affirmation

Exhibit A (Revised 10/14/10-lls)

The Contractor shall submit with its bid/proposal a Non-Collusion Affirmation in the form required by USM Procurement Policies and Procedures (Bid/Proposal Affidavit, paragraph G).

10. Financial Disclosure Affirmation

The Contractor shall submit with its bid/proposal a Financial Disclosure Affirmation in the form required by USM Procurement Policies and Procedures (Bid/Proposal Affidavit, paragraph H).

11. Political Contribution Disclosure Affirmation

The Contractor shall submit with its bid/proposal a Political Contribution Disclosure Affirmation in the form required by USM Procurement Policies and Procedures (Bid/Proposal Affidavit, paragraph I).

12. Drug and Alcohol Free Workplace

The Contractor shall submit with its bid/proposal a certification concerning a drug and alcohol free workplace in the form required by USM Procurement Policies and Procedures (Bid/Proposal Affidavit, paragraph J).

13. 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 Procurement Policies and Procedures (Bid/Proposal Affidavit, paragraph K).

14. Contingent Fees Affirmation

The Contractor shall submit with its bid/proposal a Procurement Affirmation regarding contingent fees in the form required by USM Procurement Policies and Procedures (Bid/Proposal Affidavit, paragraph L).

15. Contract Affidavit

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

16. Disputes

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

b. Except as may otherwise be provided in the aforesaid Act or regulations, all disputes arising under or as a result of a breach of this Contract which are not disposed of by mutual agreement shall be resolved in accordance with this clause.

c. As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract.

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

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

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

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

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

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

17. Non-Discrimination

The contractor will comply with all applicable Federal and State laws, rules and regulations involving non-discrimination on the basis of race, color, creed, religion, national origin, age, sex, political affiliation, marital status, veteran status, condition of disability, or other non-merit factor. In addition, Frostburg State University's policies, programs, and activities comply with federal and state laws and University System of Maryland regulations prohibiting discrimination on the basis of race, color, religion, age, national origin, sex, disability, and sexual orientation. Provisions for reasonable accommodations shall be made by the Contractor for handicapped applicants and qualified handicapped individuals.

18. Termination of Contract for Default

If the Contractor fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of this Contract, the University may terminate this Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied on as cause for termination. All finished or unfinished services provided by the Contractor shall, at the University's option, become the University's property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the

Contractor, the Contractor will remain liable after termination and the University can affirmatively collect damages. The term "damages" as used in this paragraph may include attorney's fees and litigation costs. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

19. Termination of Contract for Convenience

The performance of work under this Contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of this Contract. However, the Contractor shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

20. Delays and Extensions of Time

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the University may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Contractor, provided the Contractor shall have given notice in writing of the cause of the delay within five (5) days after the delay begins. Any extension granted shall not require the consent and approval of the Contractor's bondsman or surety.

21. Set-Off

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

22. Responsibility of Contractor

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

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

23. Dissemination of Information

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

b. The Contractor shall indemnify and hold harmless the State and the University, its officers, agents and employees, from all liability which may 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 the Contractor, its agents or employees.

24. Ownership of Documents and Materials

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

25. Retention of Records

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

26. Patents, Copyrights and Trade Secrets

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

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

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

27. Compliance with Laws

The Contractor hereby represents and warrants:

a. That 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. That 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 this Contract.

c. That it shall comply with all Federal, State and local laws, ordinances and rules and regulations applicable to its activities and obligations under this Contract.

d. That it shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any, necessary to the performance of its obligations under this Contract.

Exhibit A (Revised 10/14/10-lls)

28. Subcontracting or Assignment

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

29. Responsibility for Claims and Liability

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

30. Tax Exemption

The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. Exemption certificates shall be completed upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of this Contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

31. Specifications

All materials, equipment, supplies or services shall conform to Federal and State laws and regulations and to the specifications contained in the solicitation. No asbestos, lead, or PCB containing materials (0%) are to be utilized/installed on campus unless prior written approval has been received from the University's Department of Environmental Health & Safety (410-704-2949).

32. Delivery

Delivery shall be made in accordance with bid specifications. The State reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The materials listed in the 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 shall be rejected. Rejected materials shall be promptly replaced. The State reserves the right to purchase replacement materials in the open market. Vendors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

33. Cooperation with University and State Representatives

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

34. Inspection by the University

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

35. Local Conditions Covering Work

The Contractor shall cooperate with those in authority on the premises to prevent the entrance and exit of all workmen and/or others whose presence is 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 University and to prevent the loss of, or damage to the property of the University and/or its employees. The Contractor shall repair any and all damage he may cause to the building or property, to the full satisfaction of the University.

36. Responsibility for Damage

- a. The Contractor shall repair and restore to its original condition any equipment, materials or surfaces damaged by his operations.
- b. The Contractor shall be entirely responsible for any loss or damage to his own materials, supplies, and equipment, and to the personal property of his employees while they are in the building.
- c. The Contractor shall be solely responsible for any damage to the building or its contents for any loss or damage to any property belonging to the University or the University employees when such loss or damage may be attributable to their actions or negligence or the actions or negligence of their employees.

37. Contractor's On-Site Representative

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

38. Suspension of Work

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

39. Payment of State Obligations

Payments to the Contractor pursuant to this contract shall be made no later than 30 days after the University's receipt of a proper invoice from the Contractor. Charges of late payment of invoices, other than as prescribed by Title 15, subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

40. Cost and Price Certification

- a. The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:
 - (1) A negotiated contract, if the total contract price is expected to exceed \$100,000 or a smaller amount set by the procurement officer; or
 - (2) A change order or contract modification, expected to exceed \$100,000 or a smaller amount set by the procurement officer.
- b. The price under this contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

41. Intellectual Property

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

42. Civil Rights Act of 1964

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

43. Termination of Multi-Year Contracts

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this contract succeeding the first fiscal period, this 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 this 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 shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

44. Contract Changes

- a. The procurement officer unilaterally may, at any time, without notice to the sureties, if any, by written order designed or indicated to be a change order, make any change in work within the general scope of the contract, including but not limited to changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) In the State-furnished facilities, equipment, materials, services, or site; or
 - (4) Directing acceleration in the performance of the work.
- b. Any other written order or an oral order, including a direction, instruction, interpretation or determination, from the procurement officer that causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the procurement officer written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.
- c. Except as herein provided, no order, statement, or conduct of the procurement officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.
- d. Subject to paragraph (F), if any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change under (B) above shall be allowed for any costs incurred more than 20 days before the Contractor gives written notice as therein required; and provided further, that 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 State. 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 effect of the modification or change order on the project budget or the total construction cost. If, according to the certification of the fiscal authority, the contract modification or change order will cause an increase in cost that will exceed budgeted and available funds, the modification or change order may not be made unless sufficient additional funds are made available or the scope of the project is adjusted to permit its completion within the project budget.

g. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

45. Affirmative Action

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

46. Conflict of Interest Law

It is unlawful for any State officer, employee, or agent to participate personally in his official capacity through decision, approval, disapproval, recommendation, advice, or investigation in any contract or other matter in which he, his spouse, parent, child, brother, or sister, has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee, or agent has previously complied with the provisions of Article 40A, 3-101 et seq of the Annotated Code of Maryland.

47. Compensation and Method of Payment

Contractor agrees to include on the face of all invoices billed to the State, 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.

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

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

(1) generally describing for the purposes of ordering: equipment or services to be provided, locations, quantities, delivery or installation

dates, and, to the extent consistent with the Contract Documents, prices; and

(2) not otherwise inconsistent with the Contract Documents.

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

(1) the document expressly refers to the particular document and provision of the Contract Documents being modified and plainly and conspicuously identifies any modification thereto as a modification:

(2) the document is executed on behalf of the State by the procurement officer; and

(3) execution of the document is approved by the procurement authority whose approval is required by law.

49. Indemnification

The University shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this agreement.

50. EPA Compliance

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

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

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

51. Insurance and Indemnification Provisions

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

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

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

(3) Owner's Landlord's and Tenant's and Contractor's bodily injury liability insurance, with limits of not less than \$500,000 for each person and \$2,000,00 for each accident.

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

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

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

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

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

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

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

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

53. Software Contracts:

As specifically provided by Section 21-104, Commercial Law Article, Maryland Annotated Code, the parties agree that this Agreement shall not be governed by the Uniform Computer Information Transactions Act (UCITA), Title 21 of the Commercial Law Article of the Annotated Code of Maryland, as amended from time to time. This Agreement shall be governed by the common law of Maryland relating to written Exhibit A (Revised 10/14/10-lls)

agreements, as well as other statutory provisions, other than UCITA, which may apply, and shall be interpreted and enforced as if UCITA had never been adopted in Maryland.

Vendor agrees that as delivered to Buyer, the software does not contain any program code, virus, worm, trap door, back door, timer or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically upon the occurrence of selected conditions, or manually on command of Vendor.

54. Gramm-Leach-Bliley Act of 1999

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

a. The Contractor Agrees to disclose such nonpublic personal information for the sole purpose of facilitating the Contractor's performance of its duties and obligations under this contract and will not disclose such nonpublic personal information to any other party unless such disclosure is (i) allowed by the GLB Act and consented to by the Customer, or (ii) compelled by law, in which case the Contractor will provide notice of such disclosure to the Customer.

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

55. I-9 Requirement

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



**EXHIBIT B BID/PROPOSAL
AFFIDAVIT**

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated

Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1) - (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (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(1)—(7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. 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).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES I

FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. 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.

H. 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.

I. 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.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT: I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

K. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business' policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §J(2)(b), above;

(h) Notify its employees in the statement required by §J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or

remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §J(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §J(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

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

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT I

FURTHER AFFIRM THAT:

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

Name: _____

Address: _____.

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

M. CONTINGENT FEES

I FURTHER AFFIRM THAT: The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

N. REPEALED

O. ACKNOWLEDGEMENT

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

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

Date: _____

By: _____ (Authorized Representative and Affiant)



**EXHIBIT C
CONTRACT AFFIDAVIT**

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____

Address: _____

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

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated _____, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

DATE: _____

BY: _____
(Signature)

(Authorized Representative and Affiant)



EXHIBIT D SAMPLE AGREEMENT

This Agreement made the _____ day of _____, Two Thousand and _____, by and between _____, herein called "Contractor" and Frostburg State University, herein called "University." Witnesseth, that the Contractor and the University, for the consideration here mentioned agree as follows:

Article 1. Scope of Contract - The 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. Frostburg State University - Request for Proposal, for the Procurement of _____, Frostburg State University, 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 and 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 the University provides the Contractor with a Notice to Proceed. The University shall have the option to exercise four annual renewal options, said options to be exercised at the sole discretion of the University. Should the University elect to renew the contract, all prices, terms and conditions will remain in effect.

Article 5. Contract Price - The University shall pay the Contractors as follows: Total

Project Cost \$ _____

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 Frostburg State University, Accounts Payable Office. The Contractor's Federal Identification Number and the University's Purchase Order number must be included on all invoices. Frostburg State University 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 Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

Article 7. Limitation of Liability - The University 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 the services provided in the Contract.

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

Article 9. 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 the University.

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

CONTRACTOR

Witness

Corporate Officer or Authorized Agent

Date

*AFFIX
CORPORATE
SEAL*

Printed Name and Title

FROSTBURG STATE UNIVERSITY

Witness

Authorized Agent

Date

Printed Name and Title



EXHIBIT E

MINORITY BUSINESS ENTERPRISE (MBE) PARTICIPATION

EXHIBIT TO SOLICITATION

**FROSTBURG STATE
UNIVERSITY**

MINORITY BUSINESS ENTERPRISE PARTICIPATION

PURPOSE

Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the Minority Business Enterprise (MBE) goal stated in the solicitation. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

MBE GOALS

An MBE subcontract participation goal of 25 percent of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the Bidder or Offeror agrees that this percentage of the total dollar amount of the contract will be performed by certified minority business enterprises.

SOLICITATION AND CONTRACT FORMATION

A Bidder or Offeror must include with its bid or offer a completed *Certified MBE Utilization and Fair Solicitation Affidavit (Attachment A)* whereby:

- (1) the Bidder or Offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
- (2) the Bidder or Offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission. The Bidder or Offeror shall specify the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

If a Bidder or Offeror fails to submit Attachment A with the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.

- (1) **Outreach Efforts Compliance Statement** (Attachment B)
- (2) **Subcontractor Project Participation Certification** (Attachment C)

- (3) If the apparent awardee believes a waiver (in whole or in part) of the MBE goal is necessary, it must submit a fully documented waiver request that complies with COMAR 21.11.03.11.
- (4) Any other documentation required by the Procurement Officer to ascertain Bidder or Offeror responsibility in connection with the certified MBE participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

1. Submit monthly to the MBE Liaison a Prime Contractor Monthly Payment Report, Attachment G.
2. Submit monthly to the MBE Liaison a Subcontractor Monthly Payment Report, Attachment F.
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.
5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

ATTACHMENTS

- A. Certified MBE Utilization and Fair Solicitation Affidavit **(must be submitted with bid or offer)**
- B. Outreach Efforts Compliance Statement **(must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)**
- C. Subcontractor Project Participation Statement **(must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)**
- D. MBE Waiver Request (if applicable)
- E. MBE Unavailability Form (if applicable)

Submit Monthly after Project Begins

- F. MBE Subcontractor Monthly Payment Report
- G. Prime Contractor MBE Monthly Payment Report

Contractor Assistance

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

Mr. Alan Snyder
Coordinator of Procurement
Frostburg State University
Office of Procurement
101 Braddock Road
Frostburg, MD 21532

Campus Office Location: Stangle Bldg.123

Phone Number: (301) 687-4243
Facsimile Number: (301) 687-4075
Email Address: arsnyder@frostburg.edu

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

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

On-line assistance in locating minority business enterprises:

The State of Maryland Minority Business Enterprise Directory published by the Maryland Department of Transportation at www.marylandtransportation.com is updated nightly. To utilize the search feature, click on the category "MBE Program," followed by "MBE Directory"

MBEs Recently Used by the University of Maryland System is generally updated monthly at www.purchase.umd.edu. The University System of Maryland encourages the utilization of all qualified MDOT certified MBEs. This list was created to answer the prime contractor's inquiry regarding who has done business with the University of Maryland. It is for information only and is not an endorsement or recommendation. To utilize the search feature, click on the category "Minority and Small Vendors," followed by "MBEs Recently Used"

MDOT Certified MBE Utilization and Fair Solicitation Affidavit
(submit with bid or offer)

This document **MUST BE** included with the bid or offer. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. _____, I affirm the following:

1. I acknowledge and intend to meet the certified Minority Business Enterprise (MBE) participation goal of ____ percent. Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.

OR

- I conclude that I am unable to achieve the MBE participation goal. I hereby request a waiver, in whole or in part, of the goal. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.
2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional 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) Outreach Efforts Compliance Statement (Attachment B)
 - (b) Subcontractor Project Participation Certification (Attachment C)
 - (c) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain Bidder or Offeror responsibility in connection with the certified MBE participation goal.

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.

3. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.
4. Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project. I hereby affirm that the MBE firms are only providing those products and services for which they are certified.

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number:	

List Information For Each Certified MBE Subcontractor On This Project

Minority Firm Name	MBE Certification Number
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Percentage of Total Contract	

Continue on a separate page, if needed.

SUMMARY

Total MBE Participation: _____%

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name
(PLEASE PRINT OR TYPE)

Signature of Affiant

Name: _____

Title: _____

Date: _____

Outreach Efforts Compliance Statement

Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the bid or offer submitted in response to Solicitation No. _____, Bidder/Offeror states the following:

1. Bidder/Offeror identified opportunities to subcontract in these specific work categories.
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit MDOT certified MBEs for these subcontract opportunities.
3. Bidder/Offeror made the following attempts to contact personally the solicited MDOT certified MBEs.
4. Select ONE of the following:
 - a. This project does not involve bonding requirements.

OR

 - b. Bidder/Offeror assisted MDOT certified MBEs to fulfill or seek waiver of bonding requirements (*describe efforts*).
5. Select ONE of the following:
 - a. Bidder/Offeror did/did not attend the pre-bid/proposal conference.

OR

 - b. No pre-bid/proposal conference was held.

Bidder/Offeror Printed Name

By: _____
Signature

Address: _____

Phone: _____

Fax: _____

Email: _____

Subcontractor Project Participation Certification

Please complete and submit one form for each MDOT certified MBE listed on Attachment A within 10 working days of notification of apparent award.

_____ (prime contractor) has entered into a contract with _____ (subcontractor) to provide services in connection with the Solicitation described below.

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount \$
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;
- (3) fail to use the certified minority business enterprise in the performance of the contract; or
- (4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

PRIME CONTRACTOR SIGNATURE

By: _____
 Name

 Title

 Date

SUBCONTRACTOR SIGNATURE

By: _____
 Name

 Title

 Date

MBE WAIVER REQUEST

PROJECT NAME _____ SOLICITATION NO. _____

If, for any reason, the apparent successful Bidder or Offeror is unable to achieve the contract goal the Bidder or Offeror may request, in writing, a waiver to include the following:

1. Attach a detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs, including the work to be performed by each MBE classification if any MBE sub goal has been specified, in order to increase the likelihood of achieving the stated goal;
2. Attach a detailed statement of the efforts made to contact and negotiate with certified MBEs, and if appropriate, by certified MBE classification, including:
 - a. The names, addresses, dates, telephone numbers, MDOT MBE Certification No., and classification of certified MBEs contacted, and
 - b. A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
3. As to each certified MBE that placed a subcontract quotation or offer that the apparent successful Bidder or Offeror considers not to be acceptable, attach a detailed statement of the reasons for this conclusion;
4. If applicable, include an MBE Unavailability Form (Attachment E) for each unavailable MBE firm offered an opportunity to bid on the above project, include the reasons they are unavailable and, if possible, the MBE firm's signature.
5. Include Subcontractor Project Participation Certification (Attachment C) which is the record of the apparent successful Bidder's or Offeror's compliance with the outreach.
6. If the request for a waiver is for a certain MBE classification with an MBE goal, the Bidder or Offeror shall demonstrate reasonable efforts to meet the MBE goal with other MBE classification or classifications.

MBE goal ____%. I request a waiver in the amount of ____% and commit to achieving a ____% MBE goal.

Bidder/Offeror Firm Name

Signature of Authorized Representative

Date

Printed Name, Title

If Applicable, Submit this MBE Waiver Request within 10 Working Days of Notification of Apparent Awardee

MBE UNAVAILABILITY FORM

PRIME CONTRACTOR

PROJECT NAME

SOLICITATION NO.

CONTACTED CERTIFIED MINORITY BUSINESS

MBE FIRM

MDOT MBE NO.

SEEKING TO OBTAIN A BID FOR

WORK/SERVICES NEEDED

NAICS OR SIC CODES

SAID MBE FIRM, TO THE BEST OF MY KNOWLEDGE AND BELIEF, IS UNAVAILABLE FOR WORK/SERVICES IN RELATION TO THE ABOVE PROJECT, OR IS UNABLE TO PREPARE A BID FOR THE FOLLOWING REASON(S):

REASON(S)

MBE FIRM NAME

REASON(S)

IF POSSIBLE, SIGNATURE OF MBE FIRM AUTHORIZED REPRESENTATIVE

PRINTED NAME & TITLE

DATE

I HEREBY CERTIFY THAT THE ABOVE MINORITY BUSINESS ENTERPRISE WAS OFFERED AN OPPORTUNITY TO BID ON THE ABOVE PROJECT BY THE ABOVE PRIME CONTRACTOR. THIS STATEMENT IS A TRUE ACCOUNT OF WHY THE ABOVE MBE FIRM DID NOT SUBMIT A BID ON THE ABOVE PROJECT

PRIME CONTRACTOR FIRM NAME

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

PRINTED NAME & TITLE

If Applicable, Submit this Unavailability Form with any MBE Waiver Request, for Each MBE that is Not Available to Perform, within 10 Working Days of Notification of Apparent Awardee

MBE SUBCONTRACTOR MONTHLY PAYMENT REPORT

MBE SUBCONTRACTOR _____ PHONE _____
 ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____
 PROJECT NAME _____ PO NO. _____
 PRIME CONTRACTOR _____

CURRENT SUBCONTRACT AMOUNT (including change orders) \$ _____ TOTAL PAID BY PRIME CONTRACTOR TO DATE \$ _____

REPORT FOR MONTH/YEAR _____ FINAL REPORT YES NO

INVOICE DATE	INVOICE \$ AMOUNT	DATE PAID BY PRIME CONTRACTOR	\$ AMOUNT PAID BY PRIME CONTRACTOR	AMOUNT OF PAYMENT(S) OVER 30 DAYS LATE

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____ DATE _____

PRINTED NAME & TITLE _____ PHONE _____ EMAIL _____

Prime Contractor Submit to: Coordinator for Procurement
Fax (301) 687-4075
or by mail to:

Alan Snyder, Coordinator for Procurement
Frostburg State University
Office of Procurement
101 Braddock Road
Frostburg, MD 21532

PRIME CONTRACTOR MBE MONTHLY PAYMENT REPORT

PRIME CONTRACTOR _____ PHONE _____

ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

PROJECT NAME _____ PO NO. _____

PROJECT CURRENT AMOUNT (incl. project mods.) \$ _____ TOTAL PAYMENTS RECEIVED PROJECT TO DATE \$ _____

REPORT FOR MONTH/YEAR _____ FINAL REPORT YES NO

List MBE firms utilized in connection with the above project either as subcontractor and/or supplier:

NAME OF MBE FIRM	WORK/ SERVICE PERFORMED	ORIGINAL SUB-CONTRACT \$ AMOUNT	CURRENT SUB-CONTRACT \$AMOUNT (including change orders)	\$ PAID TO DATE	\$ AMOUNT OF INVOICE(S) OVER 30 DAYS LATE*	\$ BALANCE TO FINISH

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____ DATE _____

PRINTED NAME & TITLE _____ PHONE _____ EMAIL _____

***NOTE: Attach an explanation of the reasons any subcontractor payments are over 30 days late.**

Prime Contractor Submit to:

**Coordinator for Procurement
 Fax (301) 687-4075
 or by mail to:**

**Alan Snyder, Coordinator for Procurement
 Frostburg State University
 Office of Procurement
 101 Braddock Road
 Frostburg, MD 21532**



**EXHIBIT F COMPANY
PROFILE**

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 OR ORGANIZATION: (I.E., CORP., PARTNERSHIP, INDIVIDUAL, JOINT VENTURE, OTHER):

NAME OF PRINCIPAL(S) AND TITLE(S): _____

BRIEF HISTORY OF 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**

PROPOSER: _____

PROJECT NAME: _____

PROJECT DOLLAR SIZE: _____

START DATE: _____

COMPLETION DATE: _____

CLIENT/CUSTOMER: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL: _____

PROJECT MANAGER: _____

BRIEF, BUT DETAILED DESCRIPTION OF THE PROJECT:

SIMILARITIES BETWEEN THIS PROJECT AND FSU PROJECT:



**EXHIBIT H
ADDENDA ACKNOWLEDGMENT**

NAME OF BIDDER: _____

SOLICITATION NUMBER: _____

PROJECT TITLE: _____

DUE DATE: _____

ACKNOWLEDGMENT

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

Printed Name

Title

Company

Date



EXHIBIT I
KEY PERSONNEL FORM

CONTRACT NAME _____

CONTRACT NUMBER _____

1. PERSON'S NAME: _____

2. FIRM NAME: _____

3. POSITION TO BE ASSIGNED: Check applicable

_____ Project Manager

_____ Field Superintendent

4. EDUCATIONAL BACKGROUND:

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

5. EMPLOYMENT HISTORY*: (*Note: If a person has more than three (3) employers in his/her employment history, please provide complete employment history via supplemental page(s) attached to this form.)

5.1 CURRENT EMPLOYER'S NAME: _____

DATES OF EMPLOYMENT: _____

POSITION HELD	DURATION BY DATE
_____	_____
_____	_____

5.2 PRIOR EMPLOYER'S NAME: _____

DATES OF EMPLOYMENT: _____

POSITION HELD	DURATION BY DATE
_____	_____
_____	_____

NOTE: If a Proposer finds the space provided on this form to be insufficient, he can attach additional pages to this form as he finds appropriate and just indicate on this form to see attached pages.

CONTRACT NAME _____

CONTRACT NUMBER _____

EXHIBIT L - KEY PERSONNEL FORM

5.3 PRIOR EMPLOYER'S NAME: _____

DATES OF EMPLOYMENT: _____

POSITION HELD

DURATION BY DATE

6. **PROJECT** REFERENCES:** (**Note: Project references, preferably from the Project Owner, are defined to be references from a specific project on which the person worked, preferably from project listed on Attachment A of this form.)

6.1 CONTACT PERSON: _____ TELEPHONE #: _____

COMPANY NAME: _____

EMAIL ADDRESS: _____

DESCRIPTION OF CONTRACT/PROJECT DONE: _____

6.2 CONTACT PERSON: _____ TELEPHONE #: _____

COMPANY NAME: _____

EMAIL ADDRESS: _____

DESCRIPTION OF CONTRACT/PROJECT DONE: _____

7. **ACHIEVEMENTS/OTHER NOTATIONS (NOT REQUIRED):**

8. **SIMILAR PROJECT/CONTRACT EXPERIENCE:** (COMPLETE THE ATTACHED CHART - ATTACHMENT A TO KEY PERSONNEL FORM for each of the submitted key people; that is, the Project Manager and Field Superintendents). Please note: A **minimum of three (3) projects** are to be listed **for each key person**.

NOTE: If a Proposer finds the space provided to be insufficient, he can attach additional pages to this form as he finds appropriate and just indicate on this form to see attached pages.

CONTRACT NAME _____

CONTRACT NUMBER _____

EXHIBIT L - KEY PERSONNEL FORM

SIMILAR PROJECT/CONTRACT EXPERIENCE

PERSON'S NAME: _____ PROPOSING FIRM: _____

ROLE TO BE ASSIGNED: _____ PROJECT MANAGER: _____ FIELD SUPERINTENDENT: _____

<u>PROJECT NAME/LOCATION</u>	<u>PROJECT DESCRIPTION</u> Type of Project Setting/Site constraints	<u>PERSON'S ROLE</u> Project Mgr. Field Sup., etc.	<u>\$ AMOUNT OF PROJECT</u> Must be a minimum of:	<u>START AND COMPLETION DATES</u> (MM/YY-MM/YY)	<u>OWNER CONTACT/TELEPHONE #</u> ** Note: If hired by GC, please give GC info.

Note: A minimum of three (3) projects are to be listed for each key person as requested in the documents.

