



**THE BOARD OF TRUSTEES OF  
CHESAPEAKE COLLEGE  
And  
THE BOARD OF DIRECTORS OF THE  
CHESAPEAKE COLLEGE FOUNDATION  
And  
THE BOARD OF DIRECTORS OF THE  
UPPER SHORE WORKFORCE INVESTMENT BOARD**

REQUEST PROPOSALS FOR:

# **Auditing Services**

**DATE: November 24, 2024**

FOR INFORMATION CONTACT:

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Director of Budget and Procurement  
Chesapeake College  
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**I. SUMMARY PROPOSAL INFORMATION**

**A. OBJECTIVE**

The objective of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to establish a contract through competitive negotiations for an auditor for the annual audit of the College, the Foundation and the Upper Shore Workforce Investment Board as detailed in Section II. SERVICES REQUIRED.

The Offeror’s response, the specifications, terms and exhibits of this RFP will become Exhibit “A” of the contract to be awarded as a result of this RFP, with the terms and conditions of the standard contract of Chesapeake College

**B. SCHEDULE AND PROCESS FOR SELECTION OF AUDIT FIRM**

The schedule for the proposal process is shown in below. Dates currently established for selection of contractor, contract award and contract initiation dates are included. These dates are subject to change as Chesapeake College officials deem appropriate and necessary for the proper fulfillment of the intentions of the proposal process.

- November 24, 2024 Advertisement placed in local newspaper, EMMA and college procurement page.
- December 2, 2024 Pre-Proposal Conference, 1:00 p.m., via Zoom. Interested parties should email [hkraus@chesapeake.edu](mailto:hkraus@chesapeake.edu) for Zoom information.
- December 5, 2024 Cut-off date for Offeror’s questions regarding this Request for Proposal not later than 2:30 PM. All questions need to be sent via email to [hkraus@chesapeake.edu](mailto:hkraus@chesapeake.edu). Responses will be gathered and a listing of all questions and college responses will be posted on the college procurement page
- December 9, 2024 Questions and college responses posted to college procurement page on or before 3:00 pm
- December 18, 2024 2:00 p.m. due date and time for proposals. All proposals are to be submitted via email to [hkraus@chesapeake.edu](mailto:hkraus@chesapeake.edu). Vendor should request receipt of emailed proposal.
- January 10, 2025 Interviews with selected responders. Interviews will be scheduled between 9:00 am and 3:00 PM via Zoom
- February 27, 2025 College Board consideration and approval of the award of contract.

**C. DELIVERY OF PROPOSALS**

Proposals must be emailed to [hkraus@chesapeake.edu](mailto:hkraus@chesapeake.edu)

**D. CLOSING DATE AND REQUIRED COPIES**

In order to be considered, one electronic copy must be submitted to [hkraus@chesapeake.edu](mailto:hkraus@chesapeake.edu). No faxed or hard copy proposals will be accepted. Proposals or unsolicited amendments to proposals emailed after the closing time and date will not be considered. There will be no formal proposal opening. **Email is the only acceptable submission format for this RFP.**

**E. PRE-PROPOSAL CONFERENCE**

There will be a Pre-Proposal Conference held in conjunction with this RFP. Attendance at the Pre-Proposal Conference is not mandatory. This conference will be held via Zoom on December 2, 2024 at 1:00 pm. **Interested parties can contact [hkraus@chesapeake.edu](mailto:hkraus@chesapeake.edu) for the Zoom information.** While attendance at the Pre-Proposal Conference is not mandatory, information presented may be very informative; therefore, all interested vendors are encouraged to attend in order to better prepare acceptable proposals.

**F. FAILURE TO UNDERSTAND THE EXTENT OF WORK**

Failure by the offeror to acquaint himself or herself with all the requirements of the requested services shall not relieve him/her from responsibility for estimating properly the difficulty or cost of successfully performing the services.

**G. QUESTIONS AND INQUIRIES/INCLEMENT WEATHER CLOSING/DELAYED OPENINGS**

Questions and inquiries should be directed to Mrs. Heather Kraus. All such questions and inquiries must be received via email to [hkraus@chesapeake.edu](mailto:hkraus@chesapeake.edu) by 2:30 p.m. on December 5, 2024. Any clarification or changes in specifications will be posted in the form of an addenda and posted at <http://www.chesapeake.edu/about/procurement>.

**If the college is closed for inclement weather the pre proposal meeting will still be conducted via Zoom.**

**H. DURATION OF PROPOSAL OFFER**

Proposals are to be held valid for 120 days following the closing date for this RFP. This period may be extended by mutual written agreement between the Contractor and CHESAPEAKE COLLEGE.

**I. TERM OF CONTRACT**

This contract shall be for a period of four years, commencing with the fiscal year 2025 audit through the completion of the fourth audit.

**J. EQUAL EMPLOYMENT OPPORTUNITY**

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, gender or sexual orientation. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, gender or sexual orientation.

**II. SERVICES REQUIRED**

This RFP provides for the annual audit as required by law for Chesapeake College, the Chesapeake College Foundation and the Upper Shore Workforce Investment Board.

**A. SUMMARY OF TRANSACTIONS**

For information purposes a summary of the number of transactions that occurred in **FY 2024** is provided below:

<u>Chesapeake College</u>	
• Accounts Payable Transactions	9,554
• Accounts Payable Checks	5,865
• Receivable Transactions	39,549
• Receipt Transactions	7,740
• Financial Aid Transactions	6,016
• Journal Transactions	2,410
• Number of Purchase Orders Generated	3,460
• Number of Checking Accounts	7
• Number of CD/MoneyMarket Accounts	3
• Number of General Ledger Accounts Active	3,825
<u>Chesapeake College Foundation</u>	
• Accounts Payable Transactions	75
• Accounts Payable Checks	50
• Receipt Transactions	2,300
• Journal Transactions	150
• Number of Investment Accounts	1
• Number of Checking/Savings Accounts	2
• Number of General Ledger Accounts	91

Upper Shore Workforce Investment Board

• Accounts Payable Transactions	952
• Accounts Payable Checks	344
• ADP Stipend Checks	464
• Receivable Transactions	628
• Receipt Transactions	156
• Journal Transactions	346
• Number of General Ledger Accounts Active	337

**B. FY 2024 FINANCIAL STATEMENTS**

For information purposes, a copy of the FY 2024 Financial Statements for the college, foundation and WIB , CC-4, and A-133 Single Audit are provided on the college website at <http://www.chesapeake.edu/about/procurement> and can be downloaded by interested bidders. The offeror should not assume that the schedules therein represent the complete list of supporting schedules that could be required.

**C. PERIODS OF THE AUDIT**

This RFP covers the annual audits for FY 2025, FY 2026, FY 2027, FY 2028.

**D. AUDIT REPORTS**

**\*\*\*The annual college audit should include the following:**

1. Chesapeake College Financial Statements, including:
  - a. the Statement of Net Position;
  - b. the Statement of Revenue Expenses and Changes in Net Position;
  - c. the Statement of Cash Flows;
  - d. the Statement of Assets and Liabilities- Deposits Held in Custody
  - e. the Notes to the Financial Statements;
  - f. the Management Discussion and Analysis; and
  - g. Supplementary schedules. (Refer to FY2024 audit report)
2. The audit should also include a review of the Management Discussion and Analysis for accuracy of financial information. Financial statement presentation must adhere to the requirements stated in Governmental Accounting Standards Board (GASB).
3. Chesapeake College Office of Management and Budget (OMB) Compliance Supplement (Single Audit) for the Major Federal Program and Report on Internal Control over Compliance Required by the Uniform Guidance.
4. Audit of Chesapeake College’s Annual Financial Report to the Maryland Higher Education Commission Statements of Revenue, Expenditures, and Enrollment (CC-4) prepared on the basis of accounting practices prescribed or permitted by the Maryland Higher Education Commission.

5. Up to 10 additional schedules as requested annually by the College. (Refer to FY2024 audit report)

\*Presentation of audit to the Board of Trustees and the Board of Trustee Finance Committee at their October meeting. College audit report and CC-4 report are due to the Maryland Higher Education Commission on or before October 1<sup>st</sup> each year.

**\*\*\*The Chesapeake College Foundation, a 501(c)(3), annual audit should include the following:**

- a. the Statement of Financial Position;
- b. the Statement of Activities;
- c. the Statement of Functional Expenses
- d. the Statement of Cash Flows;
- e. the Notes to the Financial Statements;
- f. Supplementary schedules. (Refer to FY2020 audit report)

\*\*Preparation and filing of the annual federal 990 returns the Chesapeake College Foundation. (IRS due date is 11/15)

\*\* Preparation and filing of the annual charitable organization report

- Presentation of audit to the Board Finance Committee and the Board of Directors at the September quarterly meeting. Target completion date for the Foundation audit is September 1<sup>st</sup>. This audit information is included in the college audit report.

**\*\*\*The Upper Shore Workforce Investment Board, a 501(c)(3) annual audit should include the following:**

- a. the Statement of Financial Position;
- b. the Statement of Activities;
- c. the Statement of Cash Flows;
- d. the Notes to the Financial Statements;
- e. the Schedule of Expenditures of Federal Awards
- f. Notes to Schedule of Expenditures of Federal Awards
- g. Supplementary schedules. (Refer to FY2024 audit report)

\*\* Upper Shore Workforce Investment Board Office of Management and Budget Compliance Supplement (Single Audit) for the Major Federal Program and Report on Internal Control over Compliance Required by the Uniform Guidance.

\*\*Preparation and filing of the annual federal 990 returns the Upper Shore Workforce Investment Board. (IRS due date is 11/15)

\*\* Preparation and filing of the annual charitable organization report

- Presentation of audit to the Board of Directors at last meeting of the year. This is either late November or early December.



## **F. PRESENTATIONS**

The audit firm should be prepared to present their findings in public session to the Chesapeake College Board of Trustees and separately to the Chesapeake College Foundation and the Upper Shore Workforce Investment Board. Refer to section D above. Additionally, the staff member managing the audit should be prepared to discuss any findings with the College administrative staff and the Foundation executive committee and/or finance committee upon request.

## **G. AVAILABLE INFORMATION AND RESOURCES**

Chesapeake College will provide workspace at the Wye Mills campus for the audit team and provide log-in access to the College's financial system. The College will not provide equipment but will ensure that there are adequate electrical receptacles and access to telephone lines. The College and Upper Shore Workforce Investment Board's transactions are currently recorded in the Ellucian's Colleague software system and the Foundation's transactions are currently recorded in the Blackbaud Financial Edge Software system.

The College's Director of Fiscal Affairs will be the lead person representing the College and the Upper Shore Workforce Investment Board in the audit, and the Director of Fiscal Affairs will be the lead person representing the Foundation in the audit. Ongoing operations of the College have priority for college staff time. However, the Director of Fiscal Affairs can arrange for appropriate meetings to provide support for the overall goal of a timely and accurate financial audit.

All records, documentation, correspondence, etc. that may have an effect on the financial statements being examined will be made available. Removal of College, Upper Shore Workforce Investment Board or Foundation records or equipment from the Wye Mills campus is prohibited.

## **III. EVALUATION OF PROPOSALS**

A contract award will be made to the selected responder whose proposal best meets the needs of Chesapeake College, the Chesapeake College Foundation and the Upper Shore Workforce Investment Board authorized and set forth herein. The Chesapeake College selection committee will evaluate all proposals. The basis for evaluation is specified in detail in Sections II through VI of this RFP. In addition, proposal evaluations may be augmented by oral presentations by the offeror and/or visits to institutions currently using this service for those responders selected by the committee. The committee may request clarifications of statements contained in any or all proposals. Responses to such requests for clarification become part of the respective proposal. After considering the factors set forth in this RFP, the committee will make recommendations for the award of the contract to the offeror whose proposal is determined to be the most responsive to this RFP and the needs of Chesapeake College, the Chesapeake College Foundation and the Upper Shore Workforce Investment Board.

### **A. ACCEPTABLE AND UNACCEPTABLE PROPOSALS**

Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board reserves the right to reject any or all proposals received. Non-acceptance of a proposal will mean that one or more others were deemed more advantageous to Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board or

that all proposals were rejected. Offerors' proposals determined by the committee to be non-responsive shall be so notified.

**B. FORMATION OF AGREEMENT/CONTRACT WITH SUCCESSFUL CONTRACTOR**

The contract to be entered into as a result of this RFP (the "Contract") shall (a) be by and between the successful offeror and the Board of Trustees of Chesapeake College, the Board of Directors of Chesapeake College Foundation and the Board of Directors of the Upper Shore Workforce Investment Board (b) include standard contract terms set forth in this RFP, and (c) incorporate the provisions of this Request for Proposal, including any amendments or changes. In the event of a conflict between the terms of this RFP and the contract, the terms of the contract shall govern.

**C. ANNOUNCEMENT OF AWARD**

The award will be determined in accordance with the schedule in paragraph B above. All responding firms will be notified of the status of their offer in a timely manner and in accordance with the time schedule as presented in Section I, paragraph B above.

**IV. STANDARD TERMS AND CONDITIONS OF THE CONTRACT**

**A. CONTRACTOR'S DUTIES**

The Contractor shall perform the services/provide the products as outlined here. The Contractor's services/products will be provided in a manner that is satisfactory to Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board in its sole discretion.

**B. CONTRACTOR'S REPRESENTATIONS**

The Contractor hereby represents the following:

1. The Contractor is an organization, duly formed and validly existing under the laws of a State of the United States and is qualified to do business, and is in good standing, in the State of Maryland.
2. The Contractor has the power and authority to provide the services contemplated hereby, and has taken all necessary action to authorize the execution, delivery and performance required under this RFP and any additional written agreement(s), which represent the entire contract between Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board and the Contractor.
3. The person executing this Contract for the Contractor warrants that he/she is duly authorized by the Contractor to execute this Contract on the Contractor's behalf.

4. The services to be provided under this RFP and the contract shall be performed competently and with due care, and in accordance with all applicable laws, codes, ordinances and regulations.

5. The Contractor has obtained and shall continue to maintain, at its own cost, such licenses and certifications as are necessary to provide the services rendered under this RFP and the contract, and shall present such licenses to Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board upon its request for the same.

### **C. TERMINATION FOR CONVENIENCE**

Chesapeake College, Chesapeake College Foundation or the Upper Shore Workforce Investment Board may terminate all or a portion of the contract, without cause, by providing written notice thereof to the Contractor at least 30 days prior to the intended date of termination, which shall be set forth in the written notice. In the event of termination, without cause, the Contractor shall be paid for services rendered in a manner satisfactory to Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board through the date of receipt set forth in the written termination delivered to the non-terminating party.

### **D. INSURANCE**

The Contractor shall be required to maintain the insurance coverages set forth herein in Section V, paragraph K, while this contract is in force, and provide documentation of such insurance in a form satisfactory to Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board.

### **E. DEFAULT**

The term “Default” as used in this RFP and the contract shall mean the occurrence or happening, from time to time, of any one or more of the following:

1. Representations. Any representation, expressed or implied, contained in this RFP and the contract shall prove at any time to be incorrect or misleading in any material respect either on the date when made or on the date when reaffirmed.
2. Progress of Eligible Activities. Progress of Services and/or Delivery of Goods is not being made in good faith and, in a manner acceptable to Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board
3. Conditions Precedent to Any Disbursement. Contractor shall be unable to satisfy any condition precedent to its right to receive a disbursement.

### **F. REMEDIES FOR DEFAULT**

1. Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board shall have the right upon the happening of any Default, without providing notice to the Contractor:

- a. To terminate the contract immediately, in whole or in part, and, in addition to any other available rights or remedies;
  - b. To suspend the Contractor's authority to receive any undisbursed funds;
  - c. To proceed at any time or from time to time to protect and enforce all rights and remedies available to Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this RFP and the contract, or for damages or other relief or proceed to take any action authorized or permitted under applicable law or regulations.
2. Upon termination of the contract for default, Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board may pay the Contractor for satisfactory performance of the services and/or delivery of the goods, less the amount of damages caused by the default, all as determined by Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board in its sole discretion. If the damages exceed compensation, Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board may pursue any and all remedies available under this section as well as any remedies at law or in equity.

#### **G. REMEDIES CUMULATIVE AND CONCURRENT**

No remedy herein conferred upon or reserved to Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board is intended to be exclusive of any other remedies provided for in this RFP and the contract, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this RFP and the contract, now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board may be exercised from time to time as often as may be deemed expedient by Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board.

#### **H. CONFIDENTIAL INFORMATION**

The term "confidential information" shall include all non-public documentation and information disclosed to the Contractor in the course of its performance of duties hereunder with respect to the past, present and future Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board services, students, employees, donors, or vendors. The Contractor hereby agrees to maintain all such confidential information in trust and confidence and agrees that it will not disclose such information to any person, firm, corporation or entity during or after the terms of this RFP and the contract, except with the express consent of Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board.

#### **I. CONFLICT OF INTEREST**

The Contractor represents and warrants that there exists no actual or potential conflict of interest between its performance under this RFP and the contract and its engagement or involvement in any other personal or professional activities. In the event such conflict or potential conflict arises during the term of this RFP and the contract, or any extension or renewal thereof, the Contractor

shall immediately advise Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board thereof.

**J. ASSIGNMENT AND INTERGOVERNMENTAL COOPERATIVE PURCHASE**

Neither Chesapeake College, Chesapeake College Foundation or the Upper Shore Workforce Investment Board nor the Contractor shall assign, sublet or transfer its interest or obligations under this RFP or the contract to any third party, without the written consent of the other. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board, nor shall this RFP or the contract be construed to create any rights hereunder in any person or entity other than the parties of the contract.

**K. DELEGATION OF DUTIES**

The Contractor shall not delegate his duties under this RFP and the contract without the prior written consent of Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board, which consent shall not be unreasonably withheld.

**L. INDEMNIFICATION**

The Contractor shall indemnify and hold harmless Chesapeake College, its Board of Trustees, its employees, agents and officials, and the Chesapeake College Foundation Board of Directors, its employees, agents and officials, and the Upper Shore Workforce Investment Board, Board of Directors, its employees, agents and officials from any and all claims, suits, or demands including attorney fees which may be made against Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board resulting from any act or omission committed in the performance of the duties imposed upon and performed under the terms of this Contract by the Contractor or anyone under contract to the Contractor to perform duties under this Contract. The Contractor shall not be responsible for acts of gross negligence or willful, misconduct committed by Chesapeake College, its Board of Trustees, its employees, agents and officials, and the Chesapeake College Foundation Board of Directors, its employees, agents and officials, and the Upper Shore Workforce Investment Board, Board of Directors, its employees, agents and officials.

**M. INTEGRATION**

This RFP and the contract set forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to the contract. No waiver, modification or amendment of the terms of this RFP and the contract shall be effective unless made in writing and signed by an authorized representative(s) of the party sought to be bound thereby.

**N. FEE PROHIBITION**

The Contractor warrants and represents that it has not employed or engaged any person or entity to solicit or secure the contract, and that it has not paid, or agreed to pay any person or entity a fee or any other consideration contingent on the making of the contract. If any suit, claim, or demand shall arise concerning such a fee, the Contractor agrees to indemnify and hold harmless Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board, its employees, agents and officials, from all such claims, suits or demands.

**O. NO PARTNERSHIP**

Nothing contained in this RFP and the contract shall be construed in any manner to create any relationship between the Contractor and Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board other than expressly specified herein and the Contractor and Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board shall not be considered partners or co-ventures for any purpose on account of this RFP and the contract.

**P. WAIVER OF JURY TRIAL**

The contractor and Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board hereby waive trial by jury in any action or proceeding to which Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board and/or the contractor are parties arising from or in any way pertaining to this RFP and the contract. It is agreed and understood that this waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings, including claims against parties who are not parties to the contract. This waiver is knowingly, willingly and voluntarily made by Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board and the contractor, and Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board and the contractor hereby represent and warrant that no representations of fact or opinion have been made by an individual to reduce this waiver of trial by jury or to in any way modify or nullify its effect. Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board and the contractor further represent and warrant that they have been represented in the signing of the contract and in the making of this waiver by legal counsel, selected of their own free will, and that they have had the opportunity to discuss this waiver with counsel.

**Q. GOVERNING LAW**

This RFP and the contract shall be governed and construed in accordance with the Maryland law. The form of the Contract is attached at the end of this RFP.

**R. MEDIATION AND ARBITRATION**

Except for the right of Contractor to bring suit on an open account for simple monies due Contractor, any dispute arising under this Agreement shall be resolved through a mediation-arbitration approach.

The parties agree to select a mutually agreeable, neutral third party to help them mediate any dispute that arises under the terms of this Agreement. If mediation is unsuccessful, the parties

agree that the dispute shall be decided by binding arbitration under the rules of the American Arbitration Association. The decision of the arbitrators shall be final and binding on the parties and may be entered and enforced in any court of competent jurisdiction by either party. Costs and fees associated with the mediation shall be shared equally unless otherwise agreed, in writing, by the parties. Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board's obligation to pay a share of the costs and fees associated with mediation is subject to the availability of adequate funds what can be used to pay such costs and fees.

**S. SEVERABILITY**

If any of the provisions in this RFP and the contract are declared by a court or other lawful authority to be unenforceable or invalid for any reason, the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

**T. TIME IS OF THE ESSENCE**

Time is of the essence with respect to performance of the terms and conditions of this RFP and the contract.

**U. FUNDING**

The failure of Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board to appropriate sufficient funds in any future fiscal year to provide funds for the contract shall entitle Chesapeake College, Chesapeake College Foundation or the Upper Shore Workforce Investment Board to terminate this Contract without prior notice to the Contractor.

**V. GENERAL INFORMATION FOR OFFERORS**

**A. GENERAL INFORMATION FOR OFFERORS**

1. Proposals will be received for items/services specified herein or attached hereto under the terms and conditions of this RFP and general specifications as attached.
2. Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed by a duly authorized person. Business organizations must indicate place and date of formation, and this it is in good standing, authorized to do business in the State of Maryland, and affix their official seal where indicated.
3. Each offeror must furnish all information required by this RFP.
4. This RFP creates no obligation on the part of Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board to award a contract or to compensate offerors for proposal preparation expenses. Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board reserves the right to reject any and all proposals, in whole or in part, received as a result of this RFP, to waive minor irregularities, to negotiate in any manner necessary to best serve the interest of Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board. Further Chesapeake College, Chesapeake

College Foundation and the Upper Shore Workforce Investment Board reserves the right to make no award at all.

5. Once a contract is awarded, offerors may not subcontract or assign, in whole or in part, any portion of this contract without the prior written permission of the President of the College.

6. Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board reserves the right to award a contract based upon the proposals received without further negotiations. Offerors should, therefore, not rely on having a chance to negotiate any change to their proposals.

7. Before the award of a contract, Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board may require an offeror to submit evidence of any information related to the financial, technical, and other qualifications and abilities of the offeror.

#### **B. ADDENDA TO THE RFP**

If it becomes necessary to revise any part of this RFP, addenda will be made available on the college procurement page <http://www.chesapeake.edu/about/procurement>. It is the responsibility of the bidder to check this site for addenda to the RFP. An acknowledgment of the receipt of all amendments, addenda, and changes issued shall be required from all offerors receiving the RFP.

#### **C. CANCELLATION OF THE RFP**

Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board may cancel this RFP, in whole or part, at any time before the opening of the proposals.

#### **D. ORAL PRESENTATION**

Offerors who submit proposals may be required to make individual presentations to Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board representatives in order to clarify their proposals. Additional copies of the proposal may be required before the presentation

#### **E. INCURRED EXPENSES**

Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board will not be responsible for any costs incurred by any offeror in preparing and submitting a proposal and/or presentations.

#### **F. ACCEPTANCE OF TERMS AND CONDITIONS**



By submitting a proposal in response to the RFP, the offeror accepts the terms and conditions set forth in this RFP.

**G. HARASSMENT POLICY**

The Contractor has the responsibility of ensuring that his/her employees, and any subcontractors' personnel, conduct themselves in a manner consistent with an academic working and learning environment, including, but not limited to prohibiting any form of sexual harassment by its employees or employees of any subcontractor.

**H. OFFEROR'S STATEMENT OF QUALIFICATIONS**

Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board may contact references, as it deems necessary, to determine the ability of the offeror to meet all terms of the stated specifications. The offeror must have a minimum of five years of experience in providing the service required through this proposal. The offeror must supply, as part of the proposal, a listing of no less than *five* client references for which an audit of equivalent size and complexity has been performed in the last year and which are similar to those requested in this RFP. References should include the name of reference and the address and phone number of individuals who can be contacted for the reference.

In the instance where the offeror is unable to provide the above information as specified because of the unique nature or characteristics of their operation, the offeror must provide equivalent reference information, which can verify for Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board, in its sole determination, the offeror's ability to provide the services required under this contract.

Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board also reserves the right to request any other information it deems necessary to determine if the proposal is responsive and that the offeror is responsible and fully qualified to provide the services as specified. This may include, but is not limited to requesting additional information regarding the offeror's financial stability; e.g., audited financial statements or balance sheets; contacting an offeror to further clarify information included in a proposal; requesting additional reference information; requesting submission of additional copies of licenses or permits to provide required services, etc.

**I. EVIDENCE OF RESPONSIBILITY**

Prior to the award of a contract, pursuant to this RFP, the Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board may require an offeror to submit such additional information bearing upon the offeror's ability to perform the contract, as the Vice President for Administrative Services deems appropriate. The Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board may also consider any information otherwise available concerning the financial, technical and other qualifications of the offeror.

**J. CONFIDENTIALITY**

Offerors must specifically identify those portions of their proposal, if any, which they deem to contain confidential, propriety information of trade secrets and must provide justification why such material should not, upon request, be disclosed pursuant to the Access to Public Records Act, State Government Article, Sections 10-611 through 10-628 of the State Code.

## **K. INDEMNITY AND INSURANCE**

The successful offeror shall indemnify and save and hold harmless Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board, their Board of Trustees, employees, agents and officials, against any or all loss, cost, damage, claim, expense or liability whatsoever, related to the acts or omissions of the successful offeror with respect to the contract. The indemnification obligation of the successful offeror shall include but not be limited to injuries to individuals and the property of individuals who are not parties to the contract. In addition, the indemnification obligation of the successful offeror shall cover the acts or omissions of any subcontractors hired by the successful offeror. Furthermore, the indemnification obligation of the successful offeror shall survive termination of the contract for any reason.

The successful offeror shall secure, pay the premiums for, and keep in force until the expiration 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.

- a. Workers Compensation Insurance as required by laws of the State of Maryland.
- b. Commercial General Liability Insurance with limits of not less than:  
\$1,000,000 each occurrence; \$2,000,000 aggregate
- c. If automotive equipment is used in the operation, Automobile Liability Insurance with limits of not less than: \$500,000 each accident
- d. Accountants Professional Liability (Errors & Omissions) Insurance with limits of not less than: \$1,000,000 each occurrence.

Each of the above policies with the exception of Workers Compensation shall (a) include Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board as an additional insured, as respects operations under the Contract; (b) cover the premises occupied by the contractor; and (c) shall cover and not exclude contractor's liability for injury to the property of Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board College and to the persons or property of employees, students, faculty members, agents, officers, trustees and guests of the above named entities.

Each policy of insurance shall contain the following endorsement: "It is understood and agreed that the Insurance Company shall notify the Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board in writing, 30 days in advance of the effective date of any reduction in the dollar amount of coverage, notice of non-renewal, termination or cancellation of this policy." Certificates of Insurance evidencing each of the above coverage shall be delivered to the College within 15 days following the date of notice of contract award. Such certificates shall also include:

- a. The Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board as additional insured

- b. The requirements for advance notice of reduction in the dollar amount of insurance, non-renewal, termination or cancellation of or change in coverage.

The insurance companies providing the above coverages must be satisfactory to the Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board. The Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board and the contractor hereby waive any and all right of recovery from each other for loss caused by acts of God defined in their respective fire, extended coverage, and sprinkler leakage insurance policies.

The successful offeror shall not allow any liens filed against Chesapeake College, Chesapeake College Foundation or the Upper Shore Workforce Investment Board or the property of Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board by a person or firm for any reason arising out of the furnishing of services or materials by the contractor. Any lien filed against Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board or its property shall be disposed of within 30 days of its filing. Failure of the contractor to dispose of such liens within the 30-day period shall constitute default.

The actions of a contractor with third parties are not binding upon Chesapeake College, Chesapeake College Foundation or the Upper Shore Workforce Investment Board. The contractor is not a division of Chesapeake College, Chesapeake College Foundation or the Upper Shore Workforce Investment Board.

#### **IV. INFORMATION REQUIRED IN PROPOSALS**

The offeror must submit one electronic copy of the proposal. Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board reserve the right to photocopy or duplicate additional copies of any or all parts of the proposal for the evaluation and selection process.

##### **A. TRANSMITTAL LETTER**

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

##### **B. ABILITY TO PERFORM**

This proposal section should be prepared in a clear and precise manner. It should address all appropriate points of this RFP except financial information. This volume consists of and must contain the following sections:

#### **1. EXECUTIVE SUMMARY AND STATEMENT OF UNDERSTANDING**

Offerors shall use this section to provide a summary statement of their overall understanding of the RFP's requirements, and to highlight the important features of the Contractors' proposed services, as they relate to the RFP's Statement of Requirements provided herein. It is of prime importance that offerors use this section to qualify any special interpretations or assumptions they have made in addressing the RFP's requirements, specifically state any known limits to responding to the RFP objectives, and identify any component(s) of the Request for Proposal to which the contractor cannot respond. The offeror may use his/her own letterhead to provide the information.

## **2. BACKGROUND AND QUALIFICATIONS**

The offeror's proposal must directly address the following:

- 2.1 Describe your firm relative to others. How do you differ?
- 2.2 Describe the firm's current involvement in higher education concerns.
- 2.3 Describe the firm's approach to assessing control risk in higher education.
- 2.4 Describe the firm's knowledge and experience in Federal financial aid, grants and contracts, and A-133 audits.
- 2.5 Describe the firm's knowledge and experience in Foundation audits.
- 2.6 Identify the staff that would be assigned to the audit, providing the size of staff (by staff level and field) and the number of clients currently handled by those staff members.
- 2.7 Identify the partners, managers, and senior auditors who would be responsible for the audit, providing resumes for each.
- 2.8 Describe the governmental and nonprofit experience of the office and the staff, with particular emphasis on other higher education institutions and foundations.

## **3. PROPOSAL FOR PROJECT IMPLEMENTATION**

This section should be prepared in a clear and concise manner and should address the appropriate requirements of the RFP. The offeror must detail how their implementation process responds to each of the RFP's requirements as outlined under the Statement of Service Requirements included herein.

### **C. COST PROPOSAL**

The cost proposal should be clearly marked for the evaluation team to identify. It must contain information on the expectation of staff hours detailed by level of staff for each annual audit and a price quote for the annual audit for each of the four audit years, FY 2025, FY 2026, FY 2027, FY 2028. The cost must be specific by year. The College, the Foundation and the Upper Shore Workforce Investment Board cost proposal must be broken out separately in the cost proposal section of the vendor response.

## VII. EVALUATION AND SELECTION PROCEDURES

### A. EVALUATION PROCEDURE

The final award of contract will be based on a number of selection criteria. Each proposal will be assigned a point value as listed below. Each of the criteria will be assigned a weighted point value and the contract will be awarded on the basis of the proposal, which has obtained the highest total score.

1	Understanding of contract requirements and ability to satisfy the desired characteristics.	20 points
2	Administrative, management and staffing	15 points
3	Firm reputation, qualifications, experience, references and financial stability	30 points
4	Cost	35 points
	<b>TOTAL</b>	<b>100 points</b>

### B. TECHNICAL EVALUATION

The evaluation of proposals will be done in accordance with the procedure provided below, with the primary intent to determine the responsive offeror who has submitted a proposal, which is fully responsive to Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board's requirements and is, in Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board's opinion, the most advantageous to Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board. Proposals will be evaluated on the basis of the criteria established above.

1. Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board will initially evaluate the written proposals to determine which proposals(s) is/are responsive to the RFP's requirements. Based upon the evaluation of written proposals, Chesapeake College, Chesapeake College Foundation and the Upper Shore Workforce Investment Board will select one or more firms for further consideration.
2. After written proposals have been reviewed, an oral presentation and/or system demonstration and/or existing site visit may be required of the selected firm/firms. Offeror requested to make an oral presentation should be prepared to discuss and substantiate any of the areas of the proposal submitted, their qualifications to perform the necessary tasks for the services required and any other areas of interest relative to the proposal.
3. Upon completion of the technical evaluation and ranking of proposals, the financial information will be factored into the evaluation process to determine the final ranking.
4. The recommendation for award of contract will be based upon a comprehensive review and summary of all components of the evaluation process.

**Attachment B  
BID/PROPOSAL AFFIDAVIT**

NAME OF RFP \_\_\_\_\_

**A. AUTHORIZED REPRESENTATIVE**

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

**B. AFFIRMATION REGARDING BRIBERY CONDITIONS**

I FURTHER AFFIRM THAT:

Neither I, nor 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, director, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the 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 persons(s) involved, and their current positions and responsibilities with the business) (use attachments as necessary): \_\_\_\_\_

**C. AFFIRMATION REGARDING OTHER CONVICTION**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, director, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies has:

- (a) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (b) Been convicted of any criminal violation of a state or federal antitrust statute
  - © 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 arising out of the submission of bids or proposals for a public or private contract;
- (d) Been convicted of a violation of the State Minority Business Enterprise Law,
- (e) Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (f) Been found civilly liable under a state or federal antitrust for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (g) 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 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 names(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment) (use attachment as necessary):

**D. AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in 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 names(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 fronds of the debarment or suspension) (use attachments as necessary):

**E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

**I FURTHER AFFIRM THAT:**

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

**F. SUB-CONTRACT AFFIRMATION**

**I FURTHER AFFIRM THAT:**

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

**G. AFFIRMATION REGARDING COLLUSION**

**I FURTHER AFFIRM THAT:**

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

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

**H. FINANCIAL DISCLOSURE AFFIRMATION**

**I FURTHER AFFIRM THAT:**

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

**I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

**I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with, the provisions of Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State 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 Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

**J. DRUG AND ALCOHOL FREE WORKPLACE**

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

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meaning 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 21.08.06.

**K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

**I FURTHER AFFIRM THAT:**

- (1) Except as validly contested, the business had paid, or has arranged for payment of, all taxes due to the State of Maryland and had filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final payment under any contract relating to this bid/proposal affidavit.
- (2) The business named above is a \_\_\_\_\_ sole proprietorship, \_\_\_\_\_ partnership, or \_\_\_\_\_ corporation formed under the laws of the State of Maryland
- (3) (For entities not formed under the laws of Maryland,) I further affirm that the business named above is registered in accordance with the Corporation 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 current resident agent filed with the State Department of assessments and Taxation is:

NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

**L. CONTINGENT FEES**

**I FURTHER AFFIRM THAT:**

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent 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 or agent, any fee or any other consideration contingent on the making of the contract.

**M. 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 the accompanying bid or proposal shall be construed to supercede, 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) the Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: \_\_\_\_\_ EIN or SS# \_\_\_\_\_

By: \_\_\_\_\_ Solicitation: Auditing Services  
(Authorized Representative and Affiant)