

**BOOKSTORE MANAGEMENT SERVICES**

**SOLICITATION NO. TU-2503**

Prospective bidders/offerors who obtained this document from the university's website, e-Maryland Marketplace, or any source other than the procurement officer, should provide their names and email addresses to the issuing office by contacting (410) 704-2171, to ensure receipt of addenda and other communications regarding the solicitation.

**ISSUING OFFICE**

Procurement Department  
8000 York Road  
Towson, MD 21252-0001

**Proposals shall be submitted electronically in accordance with this RFP, Section IV.**

**PROCUREMENT OFFICE LOCATION**

Administration Building  
7720 York Road, 4<sup>th</sup> Floor  
Towson, MD 21204

**CAMPUS LOCATION:** Directions to the university and a campus map can be found at the following link: <http://www.towson.edu/maps/index.html>

**PARKING INFORMATION:** Free 20-min. Parking meters are available near the 1<sup>st</sup>-floor building entrance. Please visit the following link for more information: <http://www.towson.edu/parking/visitors/index.html>

**MINORITY BUSINESSES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION**

**KEY INFORMATION SUMMARY SHEET**  
**BOOKSTORE MANAGEMENT SERVICES**  
**SOLICITATION NO. TU-2503**

**RFP ISSUE DATE:** **Friday, January 10, 2025**

**RFP ISSUING OFFICE:** Towson University Procurement Office

**PROCUREMENT OFFICER REPRESENTATIVE:** Joselyn M. Johnson  
Phone: (301) 445-2774  
Email: [jmjohnson@usmd.edu](mailto:jmjohnson@usmd.edu)

**PROCUREMENT OFFICE LOCATION:** Towson University  
Procurement Department  
Administration Building, 4<sup>th</sup> Floor  
7720 York Road  
Towson, MD 21204

**MANDATORY PRE-PROPOSAL CONFERENCE/SITE VISIT:** **Friday, January 24, 2025 9:00 AM**  
**West Village Commons (WVC) Room 306**  
  
Followed by site visit at Towson University Bookstore  
in Student Union

**DEADLINE FOR QUESTIONS:** **Friday, January 31, 2025 – 4:30PM**

**CLOSING DATE/TIME:** **Thursday, February 20, 2025 – 2:00 PM**  
(Not a Public Bid Opening)

**ORAL PRESENTATIONS:** TBD

**CONTRACT TERM:** **July 1, 2025- June 30, 2030 with five one (1) year renewal options at the sole discretion of the University.**

The University is committed to ensuring that persons with disabilities have equally effective opportunities to participate in and benefit from the University's programs and services. Persons who may require reasonable ADA accommodations should contact the Issuing Office at 410-704-2171 at least five (5) days prior to any meeting scheduled in connection with this solicitation.

## NOTICE TO BIDDER/OFFERORS

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

Project No.: \_\_\_\_\_ Project Title: \_\_\_\_\_

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

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

Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Remarks: \_\_\_\_\_  
\_\_\_\_\_

Bidder/Offeror Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

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**EXHIBITS**

- Exhibit A - Required Contract Provisions
- Exhibit B - Bid/Proposal Affidavit
- Exhibit C - Contract Affidavit
- Exhibit D - Minority Business Enterprise Participation Package
- Exhibit E - Sample Agreement
- Exhibit F - Company Profile
- Exhibit G - Firm Experience
- Exhibit H - N/A
- Exhibit I - Performance Bond
- Exhibit J - N/A
- Exhibit K - Addenda Acknowledgment
- Exhibit L - Key Personnel Form
- Exhibit M - N/A
- Exhibit N - N/A
- Exhibit O - N/A
- Exhibit P - Pre-proposal Conference Response

- Exhibit R – Conflict of Interest Affidavit and Disclosure
- Exhibit S – Floor Plan

## SECTION I. INFORMATION FOR OFFERORS

### A. SUMMARY STATEMENT

The purpose of this Request for Proposals (RFP) is solicit proposals from qualified and experienced contractors to provide bookstore management services as detailed herein.

### B. ISSUING OFFICE AND PROCUREMENT OFFICER

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

### C. PRE-PROPOSAL CONFERENCE/SITE VISITS

Attendance pre-proposal conferences/site visit is **MANDATORY**. Pre-Proposal conference/site visit will be held as noted on the Key Information Summary Sheet. Offerors shall submit questions in writing to the Procurement Officer prior to the pre-proposal conference. Offerors are encouraged to attend.

To ensure adequate seating, all potential offerors should confirm attendance by returning the Pre-Proposal Conference Response Form (Exhibit P), not less than 48 hours in advance of the conference.

The University is committed to ensuring that persons with disabilities have equally effective opportunities to participate in and benefit from the University's programs and services. Persons who may require reasonable ADA accommodations should contact the Issuing Office at (410) 704-2171 at least five (5) days prior to any meeting scheduled in connection with this solicitation.

Parking Information at West Village Commons and the Union can be found:

<http://www.towson.edu/parking/visitors/index.html>

### D. QUESTIONS AND INQUIRIES

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

### E. INSURANCE

1. The Contractor shall secure, pay the premiums for, and keep in force until the expirations of the contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Bidder under the contract. Upon award, the successful Bidder shall furnish certificates of insurance.
  - a. Commercial General Liability Insurance including all extensions; \$2,000,000 each occurrence; \$2,000,000 personal injury; \$2,000,000 products/completed operations; and \$2,000,000 general aggregate.



- b. Workmen’s Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland.
  - c. If automotive equipment is used in the operation, automobile liability insurance of \$1,000,000 combined single limit, each accident.
  - d. If food products are used in the operation, food products liability insurance, if not included in the Comprehensive, with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident.
2. Each policy for liability protection, bodily injury or property damage must specifically name, on its face, Towson University, as an additional named insured as respects operations under the contract and premises occupied by the Contractor provided, however, with respect to the Contractor’s liability for bodily injury or property damage under items 1.a.-1.e. 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.
  3. Each insurance policy shall contain the following endorsements: “It is understood and agreed that the Insurance Company shall notify in writing procurement officer forty-five (45) days in advance of the effective date of any reduction in or cancellation of this policy.” A certificate of each policy of insurance shall be furnished to the procurement officer. With the exception of 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.
  4. 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*.

**F. PROPOSAL DUE DATE**

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

**G. DURATION OF PROPOSAL OFFER**

Proposals submitted in response to this RFP are irrevocable for 90 days following the closing date for proposals or, if requested, the due date for best and final offers (BAFO). This period may be extended by mutual written agreement between the offeror and the University.

**H. PROCUREMENT METHOD**

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

**I. BASIS FOR AWARD**

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

**J. ALTERNATE PROPOSALS**

Neither multiple nor alternate proposals will be accepted.

**K. MINORITY BUSINESS ENTERPRISE UTILIZATION**

- An overall MBE subcontract participation goal of **30 percent** of the total contract sales total sales (less taxes refunds and returns) amount has been established for this procurement. This percentage of the total dollar amount includes:
- A sub goal of **2 percent** of the total contract dollar amount to be allocated to certified minority business enterprises classified as Hispanic American-owned businesses.
  - A sub goal of **3 percent** of the total contract dollar amount to be allocated to certified minority business enterprises classified as Asian American-owned businesses.
  - A sub goal of **10 percent** of the total contract dollar amount to be allocated to certified minority business enterprises classified as Women-owned businesses.

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

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

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

Minority business enterprises are encouraged to respond.

**L. LIQUIDATED DAMAGES PROVISION RELATED TO MBE GOAL**

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

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

1. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$24.93 per day until the monthly report is submitted as required.
2. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$ 87.24 per MBE subcontractor.
3. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.
4. Failure to meet the Contractor’s total MBE participation goal and sub-goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

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

**END OF SECTION I**

## SECTION II. GENERAL INFORMATION FOR OFFERORS

### A. PURPOSE

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

### B. ADDENDA TO THE RFP

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

If Procurement Officer issues addenda, Offerors shall be required to submit Addenda Acknowledgment Form (Exhibit K).

### C. PRE-PROPOSAL MODIFICATION OR WITHDRAWAL OF OFFERS

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

### D. CANCELLATION OF SOLICITATION/REJECTION OF ALL PROPOSALS

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

### E. DISCUSSIONS

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

### F. ORAL PRESENTATIONS

Offerors may be required to make oral presentations to University representatives. The Procurement Office will provide notice of the time and place for presentations.

### G. INCURRED EXPENSES

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

### H. ARREARAGES

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

### I. VERIFICATION OF REGISTRATION AND TAX PAYMENT

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

### J. ECONOMY OF PREPARATION

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

**K. PUBLIC INFORMATION ACT NOTICE**

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

**L. EXECUTION OF PROPOSALS**

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

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

**M. DISCREPANCIES, EXPLANATIONS AND CLARIFICATIONS**

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

**N. ORDER OF PRECEDENCE**

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

1. The contract executed by the parties and/or Purchase Order issued by the University;
2. The solicitation, including Exhibit A (Required Contract Provisions) and all other exhibits; and
3. Offeror's proposal.

No modifications to this order of precedence will be accepted.

**O. REQUIRED CONTRACT PROVISIONS**

All proposals submitted, and the contracts executed by the successful offeror(s), are subject to Exhibit A and Exhibit A-1 (if applicable).

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

**P. OFFEROR RESPONSIBILITIES**

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

**Q. FALSE STATEMENTS**

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

**R. PAYMENT TO THE CONTRACTOR; TAXES**

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

**S. PRESS RELEASES**

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

**T. RECIPROCAL PREFERENCE**

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

**U. VENDOR ELECTRONIC FUNDS TRANSFER REGISTRATION**

Contractors of the State are required to complete a COT/GAD Form X-10, *Vendor Electronic Funds Transfer (EFT) Registration Request Form*, for each new contract with a value greater than \$200,000. Vendors must register for EFT by submitting a completed COT/GAD Form X-10 to the Comptroller's General Accounting Division (GAD) or request an exemption from GAD. The revised form is on the Comptroller's Web site at [http://comptroller.marylandtaxes.com/Vendor\\_Services/Accounting\\_Information/Electronic\\_Funds\\_Transfer/](http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Electronic_Funds_Transfer/). The form will be provided to all successful bidders as part of the contract process.

**V. INTERGOVERNMENTAL COOPERATIVE PURCHASING**

The University reserves the right to extend the terms, conditions, and prices of the contract awarded pursuant to this solicitation to other institutions of the University System of Maryland, and to other state educational institutions (e.g., St. Mary's College, Morgan State University, and Baltimore City Community College) and public agencies with similar requirements. Each such entity will issue its own

purchasing documents; Towson University assumes no contractual obligations on behalf of other users of its contracts. The forgoing applicability of terms, covenants, and conditions to future contracts is intended to provide consistency in contracts among contractors. It is not intended to preclude an institution from negotiating terms unique to its specific need or circumstances.

**W. PARKING**

All vehicles parked on Towson University property must strictly observe University parking regulations. Each vehicle parked on campus between 6 am and 8 pm, Monday through Thursday, and from 6 am to 3 pm on Fridays, must display a valid University permit unless parked at a paid meter. Parking on sidewalks or unpaved areas is prohibited at all times. All fines for parking or other vehicle violations are the responsibility of the Contractor. This applies to vendors, salespersons, company vehicles, and Contractor employees' personal vehicles. Long- and short-term permits are available, at designated rates, for vendors with contracts that require them to park regularly on the campus; see the parking website at <http://www.towson.edu/parking/visitors/index.html> for permit rates and information to support preparation of Bid/Price Proposal. Parking Transportation phone: (410) 704-7275. **NOTE: Include parking fees in Bid/Price Proposal.**

**X. SMOKING**

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

**END OF SECTION II.**

### SECTION III. EVALUATION PROCEDURE

#### A. EVALUATION COMMITTEE

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

#### B. QUALIFYING PROPOSALS

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

#### C. TECHNICAL EVALUATION

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

#### D. FINANCIAL EVALUATION

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

#### E. DISCUSSIONS - BEST AND FINAL OFFERS

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

#### F. EVALUATION CRITERIA

1. Technical and financial merit shall be accorded equal importance.
2. The technical evaluation criteria are listed below in descending order of importance:
  - a. Extent to which the offeror's proposal meets **all** of the RFP requirements detailed in Section V (with the exception of V.Z and V.HH) to include Trade and Reference book plan, New Textbook program, Merchandise Plan, Miscellaneous Retail Services Plan, Food and Beverage Option Plan, Customer Services Training Plan etc. .
  - b. Staffing Plan to guarantee employment to current employees (Section V.Z)
  - c. Offeror capacity (Exhibit F) and offeror past performance and experience in higher education settings (Exhibits G)
  - d. Offeror's personnel and management of personnel (Key Personnel- Exhibit L to include at a minimum, Business Manager identified in V.Q)
  - e. Added Value services (Section V.HH)



**G. FINAL RANKING AND SELECTION**

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

**H. DEBRIEFING**

Unsuccessful offerors may request a debriefing. If the offeror chooses to do so, the request must be submitted in writing to the Procurement Officer within ten days after the offeror knew, or should have known, its proposal was unsuccessful. Debriefings shall be limited to discussion of the specific offeror's proposal only and shall not include a discussion of a competing offeror's proposal. Debriefings shall be conducted at the earliest feasible time.

**END OF SECTION III.**

## SECTION IV. INFORMATION REQUIRED IN ALL PROPOSALS

### A. ORGANIZATION OF TECHNICAL PROPOSAL SUBMISSION

1. The technical proposal must be submitted electronically not later than the date and time indicated on the Key Information Summary Sheet.
2. Submit via e-mail as an **attachment**. The e-mail address in which to submit the bid is [bids@towson.edu](mailto:bids@towson.edu). This e-mail address is for the receipt and storage of authorized Bids **ONLY**. It is not monitored for any other type of correspondence. All other correspondence should be directed to the appropriate procurement representative per the instructions contained in this document. The **project name and number must appear in subject line of email** along with your **company name**.
3. Any email attachment, or cumulative email attachments, at or exceeding 150MB in size will not be accepted by the University email system. Bidders are permitted to separate email attachments into multiple, clearly labeled, emails.

**PROPOSALS SUBMITTED VIA A ZIP FILE SHALL NOT BE PERMITTED BY TOWSON UNIVERSITY'S FIREWALL. AS SUCH, PROPOSALS SUBMITTED VIA A ZIP FILE SHALL NOT BE ACCEPTED.**

4. If product literature and other publications are needed to supplement offeror's response, include a reference to the document name and page in text, and insert the product literature, etc. following the last section of the response.
5. Ensure that it is page-numbered and prepared in a clear and concise manner that addresses each part of the RFP. **Do not include price information in the technical proposal.**
6. Organize the technical proposal in the same sequence as Section V of this RFP, and address each separate item herein, confirming compliance and describing in detail how offeror proposes to meet or exceed each requirement.

### B. TECHNICAL PROPOSAL CONTENTS

1. Executive Summary/Transmittal Letter. A brief synopsis that demonstrates offeror's understanding of the University's requirements, highlighting offeror's proposed solution, tax identification number and a statement attesting to all terms and conditions or contract terms that the Offeror is taking exception to prepared on the offeror's business stationery, signed by an individual who is authorized to bind the firm to all statements, proposed services, and prices offered. **Do not include price information in the transmittal letter.**
2. Technical Proposal. Narrative discussing how **ALL** objectives and requirements as outlined in Section V of this RFP will be accomplished to include Trade and Reference book plan, Merchandise Plan, Miscellaneous Retail Services Plan, Food and Beverage Option Plan, And Customer Services Training Plan.
3. Organize the technical response in the same sequence as Section V of this RFP, and address each separate item herein, confirming compliance and describing **IN DETAIL** how offeror proposes to **meet** or **exceed** each requirement to include:
  - A. Trade and Reference Books Plan. Plan shall detail the plan for the development of trade and reference books that are in keeping with the mission of the University.

That plan should include:

- i. a formal program of interaction with Towson University faculty to solicit input on the topics and titles which should be introduced or augmented in the bookstore.
  - ii. an aggressive marketing program that will escalate awareness of the trade and reference materials.
  
- B. Merchandise Plan: submit a detailed merchandise plan (Section V.H). The plan should include but not be limited to:
  - i. New apparel and merchandise items targeting specific departments
  - ii. Merchandise targeting the University's freshman initiative
  - iii. Apparel and Merchandise marketing plan
  - iv. A list of brand name merchandise that will be offered
  
- C. Miscellaneous Retail Services Plan (Section V.I). The plan should include, but not limited to:
  - i. Detailed plan of miscellaneous retail services offered
  
- D. Food and Beverage Option Plan (Section V. J) The plan should include, but not limited to:
  - i. Plan to stock convenience store offering food and beverage option for "grab and go."
  
- E. Customer Service Training Plan (Section V.N). The plan should include, but not limited to:
  - i. Plan of training offered to employees to include, but not limited to, Sexual harassment, Title IX, staff development etc.
  
- F. Staffing Plan (Section V.Z)
  
- G. Value added Services
  
- 4. Key Personnel. Using **Exhibit L**, provide the names of key offeror personnel proposed for the University's project, if awarded, emphasizing specific experience on contracts similar in scope and volume to the requirements of this RFP. Note: offeror shall submit forms only for personnel reasonably expected to be committed to the University for the duration of the project. Include, a minimum, information on the shop manager, and the service representative proposed for assignment to the University's contract.
  
- 5. Company Profile. Complete the Company Profile form included with this RFP (Exhibit F), noting the website to be consulted for additional company information.
  
- 6. Subcontractors. List each subcontractor proposed for the University's contract, with a complete description of its role and involvement. Duplicate the "Company Profile" form as necessary for this response.
  
- 7. Offeror Experience on Similar or Relevant Projects. Complete the Firm Experience Form (Exhibit G), providing not less than three comparable projects previously undertaken by offeror. Identify the similarities and differences between projects recently completed and the proposed project. Documented success with higher education institutions (IHEs) is preferred. The University reserves the right to make such investigations, as it deems necessary to confirm

the responsibility of offeror. In the absence of information clearly indicating that the offeror is responsible, the Procurement Officer shall make a determination of non-responsibility.

8. Additional Documentation. Furnish any additional documents that may become part of the final agreement (e.g., License Agreements, General Terms & Conditions, etc.).
9. The University reserves the right to request offeror to furnish its most recent annual financial statements or other financial report to confirm financial capacity and stability.

**C. BID/PROPOSAL AFFIDAVIT**

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

**D. CONTRACT AFFIDAVIT**

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

**E. MBE UTILIZATION AFFIDAVIT**

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

**F. PERFORMANCE BOND**

The successful offeror shall be required to submit a performance bond for the full amount of the first year's contract value, and renew the bond at the beginning of each contract year. The bond shall be in the form included as Exhibit I; information regarding other forms of security allowed under the *USM Board of Regents Procurement Policies and Procedures* will be provided upon request to the Procurement Officer.

**G. ADDENDA ACKNOWLEDGMENT FORM**

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

**H. CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

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

**END OF SECTION IV.**

## SECTION V. SCOPE OF WORK

### A. INTENT/ STATEMENT OF WORK

This Request for Proposals is issued to solicit proposals from qualified, experienced and reputable Offerors to manage and operate the Towson University USTORE (referred to as the “bookstore”), providing TU students with access to textbooks and course materials, literature, food/beverage (grab and go), TU branded merchandise, and other convenience items.

Successful Offeror (hereinafter “Contractor”) shall furnish all management, personnel, food products, supplies, equipment, materials, technical support, training, systems, and effort necessary to operate the University’s Bookstore located on the 1<sup>st</sup> Floor of the University Union, 281 University Avenue, Towson, Maryland 21252. The current University Store is approximately 16,578 square feet including storage rooms and back office space (**See Exhibit S- Floor Plan**).

### B. BACKGROUND

Founded in 1866, Towson University, recently branded as TU, is among the nation’s top national public institutions. A comprehensive university, TU offers more than 100 competitive bachelor’s, master’s, and doctoral programs in the liberal arts, sciences and applied professional fields. With a vibrant and diverse community of more than 19,401 students and 3,115 faculty and staff, TU has established unprecedented momentum as the fastest-growing university in Maryland. The largest university in greater Baltimore, TU is an anchor institution for our region and state generating sizable economic impact, spearheading significant research, investing in innovative entrepreneurship and partnering with communities and businesses to improve lives. TU is redefining the role of a university and going beyond academic excellence to serve the greater good.

Helpful links regarding Towson University:

1. A complete history of Towson University may be found at <https://www.towson.edu/about/>
2. Current enrollment history may be found at <https://www.towson.edu/ir/>
3. Summary of the campus Master Plan may be found at: <https://www.towson.edu/facilities/masterplan/>

### C. CURRENT PHYSICAL LOCATION

The bookstore is currently located on the ground floor of the Student Union, 281 University Avenue, Towson, MD 21204. Directions to the Towson University bookstore can be located [here](#). The Bookstore occupies approximately 16,578 sq. ft. The Bookstore also has access to the loading dock.

**D. BOOKSTORE HISTORICAL SALES**

<b>Year</b>	<b>Historical Sales</b>
July 1, 2020 – June 30, 2021	\$ 4,712,852
July 1, 2021 – June 30, 2022	\$ 6,270,226
July 1, 2022 – June 30, 2023	\$ 5,788,938
July 1, 2023 – June 30, 2024	\$ 5,770,874

Fixtures, Furnishings, & Equipment (FF&E) in the Bookstore are owned by the University.

There are PNC and SECU ATMs located outside of the Bookstore.

**E. REQUIREMENTS:**

1. Bookstore

The successful contractor shall furnish all necessary labor, services, goods, materials and equipment to operate a full service bookstore at the Towson University in accordance with this RFP.

The successful company agrees to purchase the existing inventory of adopted textbooks, handouts and emblematic materials at cost.

2. Textbooks/Course materials

The providing of textbooks and related academic materials must always be considered the paramount service of the Towson University bookstore. Both course instructors and students should be considered valuable customers, regardless of the amount of business that they provide to the store. The staff which provides textbook services should consider their mission as a critical service to the University rather than merely a profit making venture.

The bookstore should periodically initiate new customer service programs which are focused on the needs of the academic community. These programs should serve as an ongoing demonstration to both faculty and students that the campus bookstore is the best place to fulfill their needs for textbooks and other course related materials. The bookstore should conduct specific and detail measurement of customer service programs.

Historically, there are two key components required by faculty and students of the Towson University bookstore. The first is that textbooks and other required course materials must be available in sufficient quantities at the start of each semester and, as required, throughout the academic year. Secondly, the pricing of required course materials must be perceived by student customers as reasonable and competitive with off-campus providers.

With these components in mind, the successful bookstore vendor should be dedicated to the implementation of sound purchasing and inventory policies that assure proper supplies of course textbooks as well as creative and ongoing marketing policies that assure customer satisfaction. Vendor shall provide following course materials including:

1. All required, recommended and suggested textbooks and course materials- new, used, custom in editions specified by a faculty or other designated departmental representatives.
2. Digital and e-textbooks strategies and ACCESS Codes
3. Textbook rentals
4. Other educational materials and supplies used by Towson University students

#### **F. BOOKSTORE POLICIES**

Contractor shall be prepared to operate the management of the Towson University at the commencement of the contract.

Contractor will operate/manage store on a 12-month basis based on the University's academic schedule. The University reserves the right, upon consultation with the Contractor, to establish or change the service hours, plans or other methods of operation of the Bookstore.

The Contractor shall operate the according the following pricing policies:

1. All new paperbacks and trade books shall be sold at prices no higher than the publisher's Suggested retail prices.
2. Textbook Pricing Policy shall be clearly stated. There shall be no add-ons or surcharges to cover freight, handling, publisher re-stocking fees, etc.
3. In an effort to maintain pricing continuity for our students, all margins for our merchandise should be kept consistent with industry standards. Please refer to the College Store Industry Financial Report for average gross margin for the size of Towson's bookstore. The university may request and shall receive from the vendor proof that the above pricing policies are being followed. Information shall be provided by the Contractor at the earliest possible time following its receipt of the University's request.
4. In exceptional cases only involving changes in university and college bookstore market conditions that are outside of the Contractor's control, the Contractor may request a mutual review and decision with respect to pricing policies at any time during the year. The University and Contractor shall determine the effective date of any such changes in policies.
5. The Contractor shall provide for charge sales of books, supplies, and all other merchandise to students, faculty, and staff through Master Card, Visa, American Express and TU One Card. The Contractor shall also provide for charge sales to university departments where appropriate. The Vendor shall accept personal checks from students, faculty and staff in a reasonable amount in payment for purchases, subject to appropriate identification.
7. The Contractor shall post, in conspicuous places, bookstore policies concerning refunds, buybacks, exchanges, rentals and discounts. The Vendor shall provide a refund policy that is developed with students' welfare in mind to encourage repeat business.

8. The Contractor shall purchase used books from the students, faculty and others at the University based on a schedule that is practical and convenient to both the Bookstore and the University community according to the following policy:
  - a. If the Contractor has a faculty order indicating that a book will be a course adoption for a following semester, it will pay no less than fifty percent (50%) of the purchase price.
  - b. A lesser amount may be paid only if copies required for faculty orders are filled or if a book is in unusually poor condition.
  - c. If the Contractor does not have information as to the future use of a book or if the book will not be used a following semester, or will shortly be replaced by a revision announced by the publisher, the Contractor shall pay the price listed for the book in textbook guide which the University and the Contractor agree to use for this purpose.

## **G. MERCHANDISING**

1. The Contractor shall offer a selection of "soft goods", such as school and office supplies, University emblematic apparel, memorabilia, spirit items, computer supplies and software, technical supplies, and other quality items under pricing policies that are both fair and competitive for like or similar quality as compared to other brick & mortar bookstores and retail establishments in the surrounding area.
2. The Contractor shall have exclusive rights to operate the full service Bookstore located at the University, offering all goods and services normally found in university bookstores and any such additional services as may be required by the University during the term of the contract. The University shall grant the Vendor the right to sell University licensed products.
3. The University reserves the right to recommend merchandise to be sold in the Bookstore and to request the removal of merchandise for sale in the Bookstore which the University considers offensive or inappropriate.
4. It is important to the University that the Bookstore's merchandise assortment be tailored specifically to our campus community. Contractors must describe the level of decision making that will be granted to the on-site management team when selecting products to be offered for sale in the University Bookstore. The Contractor is expected to uphold the University's strong commitment to social responsibility.
5. The Contractor shall provide special order service and other such sale services, such as class ring, cap and gown, commencement announcements, as are requested by the University.

## **H. FACILITIES & EQUIPMENT**

The Bookstore operated by the Vendor shall be operated in the stipulated Bookstore space. Additions to or deletions from the stated space may be made but must be agreed upon in writing by the Contractor and the University's President or his designee.

The Contractor shall provide all office machines, equipment, and supplies required for the efficient conduct of business. However, the Contractor may elect to utilize equipment already in place in the Bookstore, but shall accept the equipment in "as is" condition and be responsible for future maintenance of such equipment. Any equipment so utilized will remain the property of the University upon termination of the contract in the same condition as when accepted for use, normal wear and tear expected.



The Contractor shall be responsible for providing such additional equipment and fixtures as may be necessary for the successful operation of the Bookstore. All renovations and finishing out, including color selections is subject to prior written approval by the University.

The University will be responsible for major structural repairs to the space used by the Contractor, provided that such repairs are not required as a result of the actions of the Contractor, its agents or employees.

Current maintenance contracts on the University equipment, which is made available for use by the Contractor, will remain in force until their normal expiration dates, unless otherwise provided in the maintenance contracts. The Contractor will have the benefit of such contracts until their expiration dates, and thereafter shall provide for preventive maintenance and repairs of equipment at the Contractor's own cost and expense.

The University will provide all utilities and some maintenance services to the space used by the Contractor including:

1. Heat, light, utilities, and air conditioning as is reasonably required for operation of the Bookstore.
2. Office equipment (including computer equipment and safes), furniture and fixtures, file cabinets, telephones and telephone service (including campus telephones and campus telephone service), and office machines currently available for Bookstore use. The Vendor shall pay for long-distance telephone service and any additional services.
3. Trash removal, snow removal and pest control services for the Bookstore.
4. Security systems as deemed necessary

To the best of its knowledge, the University is not aware of any health or environmental problems which currently exist or are likely to develop in the physical facility which will house the Bookstore. The University shall be responsible for remedying promptly any health or environmental problems at the Bookstore, other than those caused by the Contractor, and notifying the Vendor accordingly.

Agents and employees of the Contractor working in the Bookstore will be provided access to parking lots utilized by University employees under the policies of Parking Services.

The Contractor shall cooperate with the University Police and with other University officials in the provision of security for the Bookstore. The Vendor shall be responsible for maintaining intrusion alarms and other security systems deemed necessary for the space used by the Bookstore operation.

## **I. TRADE AND REFERENCE BOOKS**

It is an increasingly high priority that the bookstore serves as a valuable resource to areas of the academic community from undergraduate studies through Masters program. Critical to this service is the availability of an outstanding collection of trade books and reference books.

The successful offeror will include a detailed plan for the development of the trade and reference books that are in keeping with the mission of the University. That plan should include:

- a. a formal program of interaction with Towson University faculty to solicit input on the topics and titles which should be introduced or augmented in the bookstore.
- b. an aggressive marketing program that will escalate awareness of the trade and reference materials.

## **J. GENERAL LITERATURE**

General literature should provide a wide range of reading material that reflects both current popular topics as well as the cultural diversity of the campus. General literature is not intended to serve the needs of the specific academic disciplines but, instead, to help fulfill the intellectual development of the members of the campus community on a personal and social level.

The bookstore vendor should be especially sensitive to current issues on campus, such as prominent speakers, and should undertake extensive efforts to provide well advertised collections of books which complement the current topic.

The bookstore vendor should aggressively become involved in the promotion and sponsorship of campus events, especially those events that could occur in the bookstore itself.

## **K. PURCHASE OF MERCHANDISE & INVENTORY**

1. Contractor shall provide a diversified, premium quality assortment of apparel and other logo merchandise that will be displayed prominently in the store throughout the school year. Creative displays will be utilized to attract customer attention, create interest and generate sales.
2. Contractor shall ensure all apparel must be approved by the designated Towson University contract administrator. The University reserves the right to reject any apparel or miscellaneous merchandise item that does not conform with the approved logo of the University.
3. Offerors shall submit a detailed merchandise plan (See Section IV).
4. Upon commencement of this contract, the Vendor shall purchase bookstore inventory using the following terms:

### **New Textbooks**

- a. All new textbooks (in quantities not exceeding normal course requirements) formally adopted for the following term and on hand at the time of inventory will be purchased by the Contractor.
- b. All excess textbooks not accepted for return will be purchased by the Vendor at the current wholesale price.
- c. New textbooks are to be sold at a price not to exceed publisher's suggested list price exclusive of shipping. All books, regardless of popular use, which are specified by faculty for use in courses, are classified as textbooks

### **Used Textbooks**

- a. At the time of inventory, all used textbooks on hand that are formally adopted for the following term (in quantities not exceeding normal course requirements) will be purchased at the University's cost.
- b. All excess adopted used textbooks will be purchased by the Vendor at the current wholesale price.
- c. Used textbooks in satisfactory condition that will be used the following term (summer, fall, winter) are to be purchased from students. Used texts that will not be used the following term shall also be purchased from students. Sale of used textbooks shall be made available to students.
- d. Rental program must be offered by Contractor to support reducing cost of textbooks to our students.

### **New / Used/ eBook / Rental Textbook Programs**

- a. Offeror shall describe the strengths of Offeror's new and used textbook programs and any unusual new/used textbook programs Offeror provides including rental programs. Offeror must describe:
  - i. *Offeror should describe its approach to maintaining proactive communications with faculty. Topics for communication should include solicitation of adoptions, status of textbook orders, and number of textbooks ordered for each class, etc.*
  - ii. Offeror should explain its approach to securing an ample supply of used books for sale. Describe source, expected volume as a percentage of total inventory, special areas of concern, and any special pricing available beyond the mandatory requirements of this RFP. Offeror should explain any textbook reservation system it proposes.
  - iii. Offeror should provide their written policies, programs and procedures in relation to text book business including calculations of the number of texts required per course demand , buy back procedures , refunds, handling of alternate locations for sale or buy back during book rush and semester closeout, the ratio of used to new text books maintained and the markups for new and used textbooks, maintenance of all required course books in stock, and methods of securing titles, publishers, and quantities from University faculty.
  - iv. If the Offeror holds an interest greater than 100/o in a competing business within State of Maryland, the Offeror must submit a plan as part of its response to this Request For Proposal that will detail how the Offeror will manage the apparent conflict to ensure the Offeror would not favor its competing business over the TU and how the Offeror proposes to report and compensate the University for any offsetting revenues.
  - v. How long will Offeror keep books on the shelf after the drop-add period? How will Offeror notify faculty/students that books are being returned to the publisher for that semester.
  - vi. Describe Offeror's policies for merchandise returned to vendors , including how long books will remain on the shelf after classes begin, any procedural

conditions for determining and processing book returns, procedures for notifying faculty and students before returns are made, and any other considerations affecting the reduction of inventory.

- vii. Describe any policies and procedures for determining the number of textbooks to order, including required and optional books.
- viii. Describe how Offeror will handle a customer wanting to order a book when the number of initially ordered have already been purchased?
- ix. Describe how late textbook orders/requisitions, and re-orders will be processed (e.g. expediting of orders, shipping, handling, etc.)
- x. Describe how Offeror determines whether textbook orders/requisitions for all classes have been received. How does Offeror measure the percent of book orders expected?
- xi. Offeror shall provide a report on the first day of classes listing the number of titles on the shelves versus the number of requisitions/orders received (i.e. titles that are not on shelves on the first day of classes)?
- xii. What minimum ratio of used book sales to total textbook sales will be maintained?
- xiii. At minimum, what number of copies of each textbook title wills Offeror keeps on the shelf throughout the entire term?
- xiv. How quickly (number of days) will Offeror replenish titles that run out of stock during the term?
- xv. *Will Offeror order the quantity of textbook titles requested by the faculty? Under what circumstances will Offeror reduce the quantity of textbooks requested by faculty, and by what percent of the quantities that are requisitioned?*
- xvi. Will Offeror allow students to return books after the drop-add period? Will Offeror allow them to return books after the shrink-wrap has been removed?
- xvii. Will Offeror allow faculty to borrow a book(s) out of inventory for use as a desk copy?
- xviii. How does Offeror assist faculty in obtaining desk copies of adopted textbooks?
- xix. What penalty would Offeror be willing to pay if textbook availability drops below the agreed upon levels specified in an agreement?

#### **Process to Ensure Sufficient Coverage**

Describe process used to ensure there are textbooks and supply coverage for all university courses.

#### **Pricing for Non-Textbook Items**

Describe pricing policy for non-textbook items.

#### **Discounts**

Describe discounts proposed, if any, that are greater than those minimums required on sales to faculty and staff and campus departments.

#### **Refund/Return Policy**

Describe refund/return policies for textbooks and non-textbook items.

#### **Internet Marketing and Sales**

Describe the services available for Internet marketing and sales. Include whether on-line ordering and payment is available or if orders can be placed on-line for pickup and payment

at the bookstore.

**Product Lines/Brands**

Include a detailed description of product lines and brand names that will be available in the bookstore.

**L. MARKETING & PROMOTIONS/USE OF LOGO**

Contractor shall work collaboratively with University Marketing and Communications ensure all branded merchandise comes from licensed vendors and meets the branding requirements of the University.

Contractor shall provide special promotions frequently throughout each year of the contract and will be expected to support the New Student Orientations and other on-campus programs. The Offeror shall provide in the proposal a list of the promotions that will be provided during the academic year. The offeror will also identify the ways in which they will utilize social media and other technology in the promotion of the Towson University bookstore.

All merchandise bearing the Towson University logo, symbol, seal and/or other identifiable representations of Towson University, shall be purchased by the Contractor from a licensed vendor. The TU name and/or mascot cannot be used for brand or product endorsement. The "TU" logo, word marks, or trademarks may only be used with prior written permission of the University.

**M. INTERNET MARKETING AND SALES**

Contractor shall have the capability to allow books to be ordered on-line. Contractor may offer on-line ordering and payment through an e-commerce arrangement with books to be held for pick-up on campus. Sales revenue from such transactions is to be included with other revenues for calculation of commission due to the University.

The University reserves the right to market merchandise on the Internet outside of this contract and such arrangement should not be construed as a violation of this contract.

**N. MISCELLANEOUS RETAIL SERVICES**

While the primary focus of the Towson University bookstore is on textbooks and other services to support the academic mission of the University, other additional goods and services are currently offered to the campus community.

Offerors must submit a plan for miscellaneous retail services offered to the University (See Section IV).

**O. FOOD AND BEVERAGE OPTIONS**

Offerors must submit a detailed plan for the type of food and beverages available at the convenience store. It is important to consider that the University has food service within the University Union that is a “grill type” operation. However, the convenience store has more extended hours than the food service and is often the primary option for staff and students. The University has an exclusive “Pouring Rights” agreement with Coca-Cola. It includes all varieties of bottled and fountain beverages.

**P. PERIODICALS, NEWSPAPERS AND MAGAZINES**

The convenience store has an area to offer newspapers and other periodicals. Newspapers and magazines should complement the convenience store and reflect the intellectual interests and cultural diversity of the campus. Popular magazines which are not overtly offensive in nature may be offered but not in as prominent of a display as those that reflect the mission of the University.

**Q. CONVENIENCE ITEMS**

Contractor shall provide an assortment of convenience Items should include, but not be limited to, the following:

- a. pain relievers
- b. cold remedies
- c. personal hygiene and skin care products
- d. first aid supplies

**R. ACCEPTANCE OF ONE CARD/ACCEPTABLE PAYMENT METHODS**

Contractor shall accept the Towson University One Card and purchasing card at no additional expense to the University.

Contractor shall continue to accept Visa, MasterCard, Discover, and American Express credit cards and will be responsible for fees. The Contractor will also accept debit cards, and keep informed of market trends in the financial transaction industry. In the event that technology changes (e.g., electronic purses or chip-based financial applications) become prevalent or requested, the Contractor will work expeditiously with the University to ensure that the consumer needs of the students, faculty, staff, and community are fully met.

**S. CUSTOMER SERVICE TRAINING AND REVIEW**

All of Contractor’s Management employees that will provide service under this contract must complete not less than four hours of sexual harassment sensitivity training. Those managers will be responsible for conducting sexual harassment sensitivity training for all of Contractor’s employees that work at Towson University.

Offerors must submit a summary of their proposed customer service training plan as well as ongoing programs to monitor the customer service level of their staff as well as ongoing staff development (See Section IV).

**T. BEVERAGE CONTRACT**

Towson University is currently under contract with Coca-Cola with contractual obligations to only carry Coca-Cola products unless a specific type of beverage is not carried by Coca-Cola. The exclusive “Pouring Rights” agreement will expire on July 31, 2033. The successful contractor must agree to honor the University’s exclusive “Pouring Rights” agreement.

## **U. SITE PREPARATION**

Unless otherwise specified, Towson University will perform site preparation (space preparation, power enhancements, lighting, cooling, backboards, and any other construction). A site inspection shall be performed by the Contractor prior to delivery and installation to ensure that all required site preparation items have been completed satisfactorily. The Contractor shall provide all site requirements with its proposal. The Contractor will certify that the site is suitable for the system following this inspection.

## **V. BOOKSTORE MANAGEMENT**

The Contractor shall appoint a competent and experienced Business Manager to act as its resident representative, and to supervise its employees and subcontractors during the term of the contract. The Contractor shall also identify additional personnel who shall support the designated Business Manager, and be available to Towson University in the absence of the primary Business Manager. The Contractor must provide name and contact number of all personnel who will be working under this contract (Exhibit L).

The University has the right to demand replacement of Bookstore Staff at its written request.

The University will have control over the appearance of the Bookstore and that control extends to items like signage, furnishings, color pallet, etc.

## **W. REPORTS AND AUDITING**

Successful contractor shall provide a monthly statement of gross bookstore sales (total sales less taxes refunds and returns). Transaction counts and traffic counts shall be furnished by the successful Contractor to the University's representative and shall indicate the sales by groups of new textbooks, used textbooks, rental books, trade books, clothing/apparel, computers & electronics, school supplies, gifts, food, dormitory items, non-merchandise (caps & gowns, class rings, etc) & gift card sales. In addition, a quarterly summary of the above mentioned information shall be provided by the successful Contractor to the University's representative.

The successful Contractor shall meet quarterly with Auxiliary Services management to consult on that quarter's work and to go over what went well and discuss ways to improve what didn't go so well. The University reserves the right to audit the successful Contractor's records any time.

## **X. TEMPORARY SALES LOCATIONS**

At the University's request, Contractor will be expected to provide merchandise for sale in other locations on or off campus in connection with special University events, subject to University approval in advance. Such events may include but are not limited to the biggest dollar maker-athletics events: student move-in prior to the fall semester, advising conferences, commencements and university convocations, guest lectures, symposia, exhibitions, concert and performance attractions, and similar events which occur throughout the calendar year. From time to time, various student groups or university departments may have special sales including

used textbooks. Such sales have been conducted in the recent past shall be allowed under this contract. They are not expected to materially impact bookstore sales. The Contractor may not compete against other University merchandising agreements at special University events that may be in place now or in the future.

## **Y. OPERATING HOURS**

Operating hours shall be mutually agreed to by the Sr. Vice President of Finance and Administration with consultation from Director of Finance and Information Systems, Auxiliary Services and Bookstore management. Contractor will maintain hours that will be convenient to students, faculty, staff, and guests including extended hours at the beginning of terms. Contractor will operate the bookstore at special times, selected evenings and weekends as requested by the University at least one week in advance.

## **Z. EMPLOYEES, STAFFING AND MANAGEMENT**

1. Offeror shall provide a Staffing plan detailing its proposed plan to adequately staff the TU Bookstore while guaranteeing employment to current TU UStore employees. Contractor will negotiate with the University to allow some or all Towson University UStore employees to remain Towson University employees. Contractor shall reimburse Towson University for payroll expenses incurred on Towson's payroll on a quarterly basis (for UStore employees). At the time of contract implementation or as UStore positions become vacant, they will be transitioned to the Contractor's payroll and Contractor will have autonomy regarding decisions to backfill vacated positions.
2. Contractor shall maintain at all times a staff of experienced and qualified employees in the bookstore in sufficient numbers for efficient performance of the requirements of this Agreement. Contractor shall provide sufficient back-up personnel in times of staff shortages due to vacations, illnesses, labor disturbances and inclement weather, to maintain full service.
3. Contractor shall insure that its employees will perform their services in a proper and dignified manner befitting an institution of higher education.
4. Contractor shall comply with all university policies and federal and state laws, rules, and regulations concerning nondiscrimination in employment.
5. In connection with the performance of work under this contract, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, sex, physical condition, developmental disability or national origin. This provision shall include but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
6. Contractor further agrees to take affirmative action to insure equal employment opportunities for persons with disabilities.



7. Personnel relations of employees on Contractor's payroll shall be Contractor's responsibility. Contractor shall comply with all applicable government regulations related to the employment, compensation, and payment of personnel.
8. Contractor shall supply the University with a list of supervisors and management by assigned work area when changes of management staff occur.
9. Employees of the Contractor shall abide by all applicable TU policies, procedures and regulations while on TU property. The Contractor is responsible for all facets of training and orientation of its new employees.
10. The University shall have the right to review the credentials and qualifications of all personnel hired by the Contractor for management positions. Upon the request of the University, Contractor shall dismiss from employment or reassign any of its employees whose job performance is detrimental to the University or to the University's relationship with the public.
11. Hiring and firing of personnel shall be the sole responsibility of the Contractor. However, the University shall reserve the right to veto the placement of any person on the University account or to require the removal of any employee from the University account for any reason. The Contractor shall pay wages and benefits and accept all employer liabilities for all bookstore employees. The Contractor is responsible for reporting any criminal activity at their business site through the appropriate University personnel.
12. The Contractor shall list part-time job opportunities suitable for students with the University's Human Resources department and shall exert its best efforts to hire students. Contractor shall give preference to currently enrolled TU students when filling part-time or temporary positions.
13. Contractor shall ensure all employees (including Manager) will wear attractive and clearly legible name badges or identifying piece of clothing.

#### **AA. CUSTOMER SERVICE & COMMUNICATIONS**

In order to determine that superior customer service is being provided to the University, a method to assess customer service shall be agreed upon by the University and the Contractor. It is understood that the University reserves the right to establish a Bookstore Advisory Committee. The Contractor's bookstore manager shall meet regularly with the Bookstore Advisory Committee, and with University officials to review bookstore operations. Further, the Contractor's bookstore management shall work cooperatively with the Bookstore Advisory Committee, and with University officials, in the development and improvement of the Bookstore's program, services and policies. The Contractor shall make every reasonable effort to comply with requests from the Bookstore Advisory Committee and from University officials for the improvement of the Bookstore's program, services and policies. The Bookstore Manager or his/her designee is also expected to meet periodically with Deans, Chairpersons, and other faculty members.

#### **BB. SCHOOL SUPPLIES AND GENERAL MERCHANDISE**

Contractor shall provide school supplies and general merchandise. This category includes all items not previously mentioned, including art, office and general supplies, stationary, greeting cards, et.

All of the above supplies and merchandise shall be in clean and saleable conditions, up to six (6) month supply, will be purchased by the Contractor at the University's cost.

**CC. DISCOUNTS TO FACULTY AND STAFF**

Contractor will offer a minimum of ten (10) percent discount on select merchandise for purchase by Students, Faculty, Staff and Alumni

**DD. CAPS AND GOWNS**

Caps and Gowns Contractor shall provide cap and gown sales service to students pursuant to a timetable established by the University. In addition, the Contractor will arrange for the sale of academic attire (gowns and caps) for the faculty Contractor will cooperate with, and seek approval from the University Commencement Committee with ordering, purchasing and supplying academic apparel as requested. The University may at its sole discretion and, upon giving thirty (30) days written notice, assume the responsibility for caps and gowns set out in this paragraph.

**EE. RINGS AND ANNOUNCEMENTS**

Rings and Announcements The successful Contractor shall provide class rings and announcements for sale to students for commencement activities and use products of high quality and vendors approved by the University.

**FF. FINANCIAL REQUIREMENTS & ADMINISTRATION**

The Contractor shall have complete responsibility for the financial administration of the bookstore facility. Such responsibilities include, but are not limited to, ordering books and merchandise, billings and collections from third parties, processing payments for all goods, acceptance and deposit of all funds, reconciliation of accounts, preparation of annual financial reports and all other such activities that may apply.

The Contractor shall supply its most current, certified year-end balance sheet and income statement and any other documentation necessary to demonstrate its capability to perform the agreement resulting from this solicitation without assistance from any outside source.

The Contractor shall pay to the University a commission percentage based on gross sales as defined herein. The Contractor shall specify this commission percentage in its Proposal. The contractor shall guarantee a minimum payment that covers the overhead costs, i.e. the costs of leasing the space, utilities and an annual Administrative Cost of \$200,000, plus \$100,000 towards Repair and Replacement Fund.

Gross sales shall be defined as all collected sales at the Bookstore and on the store's website including the following:

- Textbooks rentals and all fees associated with handling textbook rentals.
- Any discounted sales items and merchandise with a gross margin below 20%.
- All sales to departments, faculty & staff, and alumni organizations.
- Computer hardware, software, e-books, access codes, and any other technology merchandise
- Scholarships, financial awards, third party sales and satellite sales.
- Any commissions received by the contractor from sales of class rings, caps & gowns, etc.
- Any authorized sales by other companies or organizations on the college store's web site.

The following may be excluded from gross sales: voids, refunds, sales tax, and debit/credit card fees.

Applicable payments as set in the Vendor's proposal shall be made Monthly by the Vendor to the University and shall be paid within 30 days after the close of the Month in which they were earned, along with a penalty of at least 5% for late payments or failure to remit proper amounts. The final payment for any year shall be made within thirty (30) days after the end of the applicable contract year and will include any adjustments required by the percentage of gross sales formula set forth in the Vendor's proposal.

Each payment shall be accompanied by a detailed statement of its computation and the Vendor shall furnish supporting documentation to the University upon request.

The University shall have full access at all times to the Bookstore accounting records, including all cash registers at the Bookstore being used by the Contractor, with or without notice. Cash register control totals will be used to verify the cash sales reported. All cash registers or point of sale equipment utilized by the Contractor in the University Bookstore shall have non-changeable grand totals.

The Vendor shall maintain complete and accurate accounts and records, in accordance with nationally accepted bookstore industry standards, of all revenues, cost of goods, salaries and benefits, and all other expenses in connection with the University Bookstore operation provided under the terms of the Contract. All such accounts and records shall be retained by the operation and may be inspected and reviewed by the University.

On termination of the Contract, commissions will be paid to the University on sales up to the final day the Bookstore is operated under the Contract. The commission due the University for any portion of a contract year shall be calculated on a percentage basis. The Vendor shall provide property and casualty insurance covering the Vendor's equipment and other personal property in the Bookstore. The University will provide property and casualty insurance, under the University's policy, covering Bookstore space and fixtures and equipment owned by the University.

#### **HH. ADDED VALUE SERVICES**

Contractor shall continually look for ways to improve in the way services are rendered to include but not limited to, competitive advantages, efficiencies, and optional services distinct from the main technical requirements. Offeror shall include detailed narrative on ways it proposes to add value to the current operations.

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

**1. Affirmation - Contingent Fees**

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

**2. Affirmation - Debarment**

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

**3. Affirmation Regarding Debarment of Related Entities**

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

**4. Affirmation - Non-Collusion**

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

**5. Affirmation Regarding Bribery Convictions**

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

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

**6. Affirmation Regarding Other Convictions**

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

**7. Affirmation Regarding Sub-Contractors**

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

**8. Affirmation - Drug and Alcohol Free Workplace**

The contractor warrants that the contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that

the contractor shall remain in compliance throughout the term of this contract.

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

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

**10. Affirmation - Financial Disclosure**

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

**11. Affirmation - Political Contribution Disclosure**

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

**12. Contract Affidavit**

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

**13. Affirmative Action**

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

**14. Amendments and Modifications**

The contract documents, as defined within the contract, constitute the entire agreement between the parties hereto. All other communications between the parties prior to execution of the contract, whether written or oral, with reference to the subject matter of the contract are superseded by the agreement contained therein. No amendment of this contract shall be binding unless in writing and signed by the parties. Amendments may not significantly change the scope of the contract.

**15. Civil Rights Act of 1964**

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

## 16. Compliance with Laws

The Contractor hereby represents and warrants that:

- a. It is qualified to do business in the State of Maryland, and that it will take such action, as from time to time hereafter, may be necessary to remain so qualified;
- b. It is not in arrears with respect to the payment of any monies and owing the State of Maryland, or any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract;
- c. It shall comply with all federal, State and local laws, ordinances applicable to its activities and obligations under the contract; and;
- d. It shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any, necessary to the performance of its obligations under the contract.

## 17. Compensation and Method of Payment

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

## 18. Confidentiality; dissemination of Information

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

## 19. Conflict of Interest Law

It is unlawful for any State officer, employee, or agent to participate personally in his official capacity through decision, approval, disapproval, recommendation, advice, or investigation in any contract or other matter in which he, his spouse, parent, child, brother, or sister has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee, or agent has previously complied with the provisions of State Government Article § § 15-501 et seq. of the Annotated Code of Maryland.

## 20. Contract Modifications and Changes

- a. The procurement officer unilaterally may, at any time, without notice to the sureties, if any, by written order designed or indicated to be a change order, make any change

in work within the general scope of the contract, including but not limited to changes:

- (1) In the specifications (including drawings and designs);
  - (2) In the method or manner of performance of the work;
  - (3) In the State-furnished facilities, equipment, materials, services,  
or site; or
  - (4) Directing acceleration in the performance of the work.
- b. Any other written order or an oral order, including a direction, instruction, interpretation or determination, from the procurement officer that causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the procurement officer written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.
  - c. Except as herein provided, no order, statement, or conduct of the procurement officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.
  - d. Subject to paragraph f., if any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change under (b.) above shall be allowed for any costs incurred more than 20 days before the Contractor gives written notice as therein required; and provided further, that in the case of defective specifications for which the State is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.
  - e. If the Contractor intends to assert a claim for an equitable adjustment under this clause, he shall, within 30 days after receipt of a written change order under a. above or the furnishing or written notice under b. above, submit to the procurement officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the University. The statement of claim hereunder may be included in the notice under b. above.
  - f. Each contract modification or change order that affects contract price shall be subject to the prior written approval of the procurement officer and other appropriate authorities and to prior certification of the appropriate fiscal authority of fund availability and the effect of the modification or change order on the project budget or the total construction cost. If, according to the certification of the fiscal authority, the contract modification or change order will cause an increase in cost that will exceed budgeted and available funds, the modification or change order may not be made unless sufficient additional funds are made available or the scope of the project is adjusted to permit its completion within the project budget.

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

#### **21. Contractor's On-Site Representative**

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

#### **22. Contractor's Invoices**

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

#### **23. 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.

#### **24. Cost and Price Certification**

The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

- a. A negotiated contract, if the total contract price is expected to exceed \$100,000 or a smaller amount set by the procurement officer; or
- b. A change order or contract modification, expected to exceed \$100,000 or a smaller amount set by the procurement officer.
- c. The price under this contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

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

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in this contract. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the 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.

#### **26. Delivery and Acceptance**

Delivery shall be made in accordance with the specifications. The University reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The materials listed in the specifications shall be delivered FOB the point or points specified prior to or on the date specified in the solicitation. Any material that is defective or fails to meet the terms of the specifications may be rejected. Rejected materials shall be promptly replaced. The State reserves the right to purchase replacement materials in the open market. Vendors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

#### **27. Disputes**

- a. This contract is subject to the USM Procurement Policies and Procedures.
- b. Except as otherwise may be provided by law, all disputes arising under or as a result of a breach of this contract that are not disposed of by mutual agreement shall be resolved in accordance with this clause.
- c. As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this clause.
- d. A claim shall be made in writing and submitted to the procurement officer for decision in consultation with the Office of the attorney general within thirty days of when the basis of the claim was known or should have been known, whichever is earlier.
- e. When a claim cannot be resolved by mutual agreement, the contractor shall submit a written request for final decision to the procurement officer. The written request shall set forth all the facts surrounding the controversy.
- f. The contractor, at the discretion of the procurement officer, may be afforded an opportunity to be heard and to offer evidence in support of his claim.
- g. The procurement officer shall render a written decision on all claims within 180 days of receipt of the contractor's written claim, unless the procurement officer determines that a longer period is necessary to resolve the claim. If a decision is not issued within 180 days, the procurement officer shall notify the contractor of the time within which a decision shall be rendered and for the reasons of such time extension. The decision shall be furnished to the contractor, by certified mail, return receipt requested, or by any other method that

provides evidence of receipt. The procurement officer's decision shall be deemed the final action of the University.

**h.** The procurement officer's decision shall be final and conclusive unless the contractor mails or otherwise files a written appeal with the Maryland State Board of Contract Appeals within 30 days of receipt of the decision.

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

## **28. EPA Compliance**

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

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

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

## **29. FERPA**

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

## **30. Gramm-Leach-Bliley Act of 1999**

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

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

**b.** The Contractor represents and warrants that it will, for so long as it retains nonpublic personal information, implement and maintain in place the necessary information security

policies and procedures for (i) protecting the confidentiality of such nonpublic personal information, (ii) protecting against any anticipated threats or hazards to the security or integrity of such nonpublic personal information, and (iii) protecting against the unauthorized access to or use of such nonpublic personal information. These terms apply to all subcontractors employed by the Contractor who perform work under the scope of the agreement.

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

## **31. Inspection by the University**

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

## **32. Intellectual Property**

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

## **33. 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.

## **34. Insurance and Indemnification Provisions**

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

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

**(1)** Commercial General Liability Insurance including all extensions \$2,000,000 each occurrence;  
\$2,000,000 personal injury;  
\$2,000,000 products/completed operations;  
\$2,000,000 general aggregate

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

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

(5) If food products are used in the operation, food products liability insurance, if not included in the Comprehensive, with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident.

c. Each policy for liability protection, bodily injury or property damage must specifically name, on its face, Towson University, as an additional named insured as respects operations under the contract and premises occupied by the Contractor provided, however, with respect to the Contractor's liability for bodily injury or property damage under items b(1)-b(5) above, such insurance shall cover and not exclude Contractor's liability for injury to the property of the 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*.

### **35. I-9 Requirement**

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

### **36. Local Conditions Covering Work**

The Contractor shall cooperate with those in authority on the premises to prevent the entrance and exit of all workmen and/or others whose presence is forbidden or undesirable and in bringing, storing or removal of all materials and

equipment, to observe all rules and regulations in force on the grounds, to avoid unnecessary dust or accumulated debris or the undue interference with the convenience, sanitation or routine of the 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.

### **37. Mandated Contractor Reporting of Suspected Child Abuse & Neglect**

Maryland law contains mandatory reporting requirements for all individuals who suspect child abuse or neglect. Contractors performing work on campus also must comply with USM Board of Regents (BOR) VI-1.50 – Policy on the Reporting of Suspected Child Abuse & Neglect, as well as the University Procedures for Reporting Suspected Child Abuse and Neglect. The above-referenced USM/University Policy and Procedures are available in full at the following link:

<https://www.towson.edu/about/administration/policies/documents/policies/06-01-50-policy-on-the-reporting-of-suspected-child-abuse-and-neglect.pdf>,

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

### **38. Maryland Law Prevails**

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

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

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

### **40. Non-Discrimination**

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



#### **41. Non-Visual Access**

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

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

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

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

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

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

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

**c.** If any products furnished by Contractor become, or in Contractor's opinion are likely to become, the subject of a

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

#### **44. Payment of State Obligations**

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

#### **45. Policies and Procedures**

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

#### **46. Responsibility of Contractor**

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

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

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

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

#### **48. Responsibility for Damage**

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

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

**c.** The Contractor shall be solely responsible for any damage to the building or its contents for any loss or damage to any property belonging to the 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.

#### **49. Retention of Records**

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

#### **50. Set-Off**

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

#### **51. Software Contracts:**

As specifically provided by § 21-104, Commercial Law Article, Annotated Code of Maryland, the parties agree that this Agreement shall not be governed by the Uniform Computer Information Transactions Act (UCITA), Title 22 of the Commercial Law Article of the Annotated Code of Maryland, as amended from time to time. This Agreement shall be governed by the common law of Maryland relating to written agreements, as well as other statutory provisions, other than UCITA, which may apply, and shall be interpreted and enforced as if UCITA had never been adopted in Maryland.

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

#### **52. Specifications**

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

#### **53. Subcontracting or Assignment**

The benefits and obligations hereunder shall take effect and be binding upon the parties hereto and neither the contract nor the services to be performed thereunder shall be subcontracted, or assigned or otherwise disposed of, either in

whole or in part, except with the prior written consent of the University.

#### **54. Suspension of Work**

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

#### **55. Tax Exemption**

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

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

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

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

If the Contractor fails to fulfill its obligation under the contract properly and on time, or otherwise violates any provision of the contract, the University may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied on as cause for termination. All finished or unfinished services provided by the Contractor shall, at the University's option, become the University's property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the University can affirmatively collect damages. The term "damages" as used in this paragraph may include attorney's fees and litigation costs. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

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

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of the contract succeeding the first fiscal period, the contract shall be canceled automatically as of the

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

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

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

**(1)** generally describing, for the purposes of ordering: Equipment or services to be provided, locations, quantities, delivery or installation dates, and, to the extent consistent with the contract documents, prices; and

**(2)** not otherwise inconsistent with the contract documents.

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

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

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

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

**A. AUTHORITY**

**I HEREBY AFFIRM THAT:**

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

**B. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

**I FURTHER AFFIRM THAT:** Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded *nolo contendere* to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and current positions and responsibilities with the business):

**C. AFFIRMATION REGARDING OTHER CONVICTIONS RETAINED**

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

- (1) Been convicted under state or federal statute of:
  - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract;  
or
  - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 *et seq.*, or the Mail Fraud Act, 18 U.S.C. §1341 *et seq.*, for acts in connection with the submission of bids or proposals for a public or private contract;

- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1) - (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)–(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

**D. AFFIRMATION REGARDING DEBARMENT**

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

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

**I FURTHER AFFIRM THAT:**

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

**F. SUB-CONTRACT AFFIRMATION**

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

**G. AFFIRMATION REGARDING COLLUSION**

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

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

**H. CERTIFICATION OF TAX PAYMENT**

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

**I. CONTINGENT FEES**

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

**J. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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

**K. I FURTHER AFFIRM THAT:**

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

**L. ACKNOWLEDGMENT**

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

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

<b>SIGNATURE OF AUTHORIZED REPRESENTATIVE &amp; AFFIANT</b>	<b>DATE</b>
---	-------------

\_\_\_\_\_  
**PRINT NAME OF AUTHORIZED REPRESENTATIVE & AFFIANT**

\_\_\_\_\_  
**TITLE OF AUTHORIZED REPRESENTATIVE & AFFIANT**

**A. AUTHORIZED REPRESENTATIVE**

**I HEREBY AFFIRM THAT:**

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

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

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

- (1)  Corporation  domestic (i.e., organized in Maryland) or  foreign;
- (2)  Limited Liability Co.  domestic or  foreign;
- (3)  Partnership  domestic  foreign;
- (4)  Statutory Trust  domestic or  foreign;
- (5)  Sole Proprietorship

and is registered or qualified as required under Maryland law.

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

Name & Department ID Number: \_\_\_\_\_

Address: \_\_\_\_\_

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

Name & Department ID Number: \_\_\_\_\_

Address: \_\_\_\_\_

**C. FINANCIAL DISCLOSURE AFFIRMATION**

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

**D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**



**I FURTHER AFFIRM THAT:** I am aware of, and the above business will comply with, Election Law Article, §§14-101 through 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State valued at \$200,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

## **E. DRUG AND ALCOHOL FREE WORKPLACE**

### **I CERTIFY THAT:**

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
  - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business's workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
  - (c) Prohibit its employees from working under the influence of drugs or alcohol;
  - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
  - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
  - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
    - (i) The dangers of drug and alcohol abuse in the workplace;
    - (ii) The business's policy of maintaining a drug and alcohol free workplace;
    - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
  - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §(2)(b), above;
  - (h) Notify its employees in the statement required by §(2)(b) above, that as a condition of continued employment on the contract, the employee shall:
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
  - (i) Notify the procurement officer within 10 days after receiving notice under §(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
  - (j) Within 30 days after receiving notice under §(2)(h)(ii) above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- (i) Take appropriate personnel action against an employee, up to and including termination; or
- (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

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

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

(4) I acknowledge and agree that:

- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
- (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
- (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

**F. CERTAIN AFFIRMATIONS VALID**

**I FURTHER AFFIRM THAT:**

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

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

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED REPRESENTATIVE & AFFIANT** \_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PRINT NAME OF AUTHORIZED REPRESENTATIVE & AFFIANT**

\_\_\_\_\_  
**TITLE OF AUTHORIZED REPRESENTATIVE & AFFIANT**

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

**PART 1 - INSTRUCTIONS**

*PLEASE READ BEFORE COMPLETING THIS DOCUMENT*

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

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

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

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

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

*Example for illustrative purposes of applying the 60% rule:*

*Overall contract value: \$2,000,000*

*Total value of supplies: \$100,000*

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

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

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

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

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

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

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

**Subgoals (if applicable)**

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

**Overall Goal**

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

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

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

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

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

- \_\_\_\_\_ percent for African American-owned MBE firms
- \_\_\_\_\_ percent for Hispanic American-owned MBE firms
- \_\_\_\_\_ percent for Asian American-owned MBE firms
- \_\_\_\_\_ percent for Women-owned MBE firms

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

**OR**

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

### **Additional MBE Documentation**

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

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

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

### **Information Provided to MBE firms**

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



## PART 3 - MBE PARTICIPATION SCHEDULE

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

Prime Contractor	Project Description	Project/Contract Number

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

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

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

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

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

CONTINUE ON SEPARATE PAGE IF NEEDED

**PART 4 – SIGNATURE PAGE**

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

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

\_\_\_\_\_  
Bidder/Offeror Name  
*(PLEASE PRINT OR TYPE)*

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

**SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL**

**D- 2**  
**OUTREACH EFFORTS COMPLIANCE STATEMENT**

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

In conjunction with the Proposal submitted in response to Solicitation No. \_\_\_\_\_, I state the following:

1. Offeror identified subcontracting opportunities in these specific work categories:

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2. Attached to this form are copies of written solicitations (with Proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

3. Offeror made the following attempts to personally contact the solicited MDOT-certified MBE firms:

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4. **Please Check One:**

- This project does not involve bonding requirements.
- Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS):

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5. **Please Check One:**

- \_\_\_\_\_ Offeror did attend the pre-Proposal conference.
- \_\_\_\_\_ No pre -Proposal meeting/conference was held.
- \_\_\_\_\_ Offeror did not attend the pre-Proposal conference.

PLEASE PRINT OR TYPE

Company:

---

Company Name (please print or type)

By:

---

Signature of Authorized Representative

Printed Name:

---

Printed Name

Title:

---

Title

Date:

---

Date

Address:

---

Company Address

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand and \_\_\_\_, by and between \_\_\_\_\_, herein called "Contractor" and Towson 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. Towson University – Request for Proposal, for the Procurement of \_\_\_\_\_, Towson 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 Towson University, Accounts Payable Office. The Contractor's Federal Identification Number and the University's Purchase Order number must be included on all invoices. Towson 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
	_____	
	Printed Name & Title	

**TOWSON UNIVERSITY**

_____	_____	_____
Witness	Authorized Agent	Date
	_____	
	Printed Name & Title	



Company Name: \_\_\_\_\_

Date of Incorporation: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_

Type of Work Performed:

Number of Years in Business: \_\_\_\_\_

Other or former names under which your organization has operated: \_\_\_\_\_

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

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

Brief History of the Company:

Total Number of Employees: \_\_\_\_\_

Number of Field Employees (Excluding Supervisory): \_\_\_\_\_

Number of Field Supervisory Personnel: \_\_\_\_\_

Number of Office Personnel (Excluding Supervisory): \_\_\_\_\_

Number of Office Supervisory Personnel: \_\_\_\_\_

Bonding Co.: \_\_\_\_\_ Bonding Capacity: \_\_\_\_\_

Proposer: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Dollar Size: \_\_\_\_\_

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

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

Client/Customer: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Project Manager: \_\_\_\_\_

Description of the Project:

Similarities Between this Project and TU Project:

Principal

Business Address of Principal

Surety

Obligee

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

STATE OF MARYLAND  
By and through the following Administration  
\_\_\_\_\_ TOWSON UNIVERSITY \_\_\_\_\_

Penal Sum of Bond (express in words and figures)

Description of Contract

\_\_\_\_\_, 20\_\_\_\_  
Date of Contract

\_\_\_\_\_, 20\_\_\_\_  
Date Bond Executed

Contract Number

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

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

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed. NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

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

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

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

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

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading

below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of:  
Witness

Individual Principal

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

In Presence of:  
Witness

Co-Partnership Principal

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

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

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

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

Corporate Principal

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

Attest:

AFFIX

By: \_\_\_\_\_  
President with Title

SEAL

\_\_\_\_\_  
Corporate Secretary

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

AFFIX

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

SEAL

Attest:

(SEAL)

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Business Address of Surety

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

Approved as to legal form and sufficiency this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Director of Procurement

Name of Bidder (Company): \_\_\_\_\_

Solicitation Number: \_\_\_\_\_

Project Title: \_\_\_\_\_

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

**Acknowledgement**

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

Addendum #1, issue date: \_\_\_\_\_

Addendum #2, issue date: \_\_\_\_\_

Addendum #3, issue date: \_\_\_\_\_

Addendum #4, issue date: \_\_\_\_\_

Addendum #5, issue date: \_\_\_\_\_

Addendum #6, issue date: \_\_\_\_\_

Addendum #7, issue date: \_\_\_\_\_

Addendum #8, issue date: \_\_\_\_\_

Addendum #9, issue date: \_\_\_\_\_

Addendum #10, issue date: \_\_\_\_\_

Addendum #11, issue date: \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

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

\_\_\_\_\_  
**TITLE**

Project Name: \_\_\_\_\_

Project No.: \_\_\_\_\_

Bidder/Offeror Name: \_\_\_\_\_

Key Personnel Name: \_\_\_\_\_

Proposed Position Assigned: \_\_\_\_\_

**1. Educational Background**

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

**2. Employment History**

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

Employer	Dates of Employment (from/to)	Position Held

**3. Project References**

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

Contact Person	Company Name	Telephone & Email
Description of Project		

Contact Person	Company Name	Telephone & Email
Description of Project		

Contact Person	Company Name	Telephone & Email
Description of Project		

**4. Achievements/Other Notations** (Optional):

**5. Similar Project/Contract Experience**

List at least three (3) prior projects.

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

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

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

Project Name: \_\_\_\_\_

Project No.: \_\_\_\_\_

Company/Firm/Bidder/Offeror Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

❖ I am a Certified Minority Business Enterprise:  Yes  No MDOT Certification # \_\_\_\_\_

A Pre-Bid/Proposal Conference will be held on date and location identified in the Key Summary Information Sheet. Please return this form no less than 48 hours in advance of the conference.

I will attend the Pre-Bid/Proposal Conference:  Yes  No

❖ I intend to bid/propose for the above referenced solicitation:  Yes  No

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

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

❖ Number of vehicles (for parking purposes): \_\_\_\_\_

Helpful Links:

Campus Map: <http://www.towson.edu/maps/index.html>

Parking Information: <http://www.towson.edu/parking/visitors/index.html>

ADA Accommodations: [https://www.towson.edu/maps/documents/campus-map\\_accessibility.pdf](https://www.towson.edu/maps/documents/campus-map_accessibility.pdf)



**Reference COMAR 21.05.08.08**

- A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B. "Person" has the meaning state in COMAR.21.01.01.01B (64) and includes a Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Proposal is made.
- C. The Offeror warrants, that except as disclosed in §D, below there is no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail- attach additional sheets if necessary):
- E. The Offeror agrees that if an actual or potential of interest arises after the date of this affidavit, the Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Offeror has taken and proposed to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been award and the performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED REPRESENTATIVE & AFFIANT**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PRINT NAME OF AUTHORIZED REPRESENTATIVE & AFFIANT**

\_\_\_\_\_  
**TITLE OF AUTHORIZED REPRESENTATIVE & AFFIANT**

# EXHIBIT S

total square footage = 13,852 SF

total square footage = 2,726 SF



UNIVERSITY UNION  
FIRST FLOOR