

**SOLICITATION FOR NAMING/SPONSORSHIP CONSULTING SERVICES BY  
TOWSON UNIVERSITY  
FOR  
SECU ARENA**

**PROJECT NO. TU-2318**

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

**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**

**SOLICITATION FOR NAMING/SPONSORSHIP CONSULTING SERVICES BY TOWSON UNIVERSITY**

**FOR SECU ARENA**

**PROJECT NO. TU-2318**

**SOLICITATION ISSUE DATE:** January 19, 2023

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

**PROCUREMENT OFFICER REPRESENTATIVE:** Name; Joselyn M. Johnson  
Phone: (410) 704-4453  
Email: [jmjohnson@towson.edu](mailto:jmjohnson@towson.edu)

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

**PRE-BID/PROPOSAL CONFERENCE:** No pre-proposal conference will be held

**DEADLINE FOR QUESTIONS:** Friday, January 27, 2023 – 4:30PM (ET)

**CLOSING DATE/TIME/TECHNICAL RESPONSES DUE:** Thursday, February 16, 2023 – 2:00 PM (ET)  
(Not a Public Bid Opening)

**CLOSING DATE/TIME/FINANCIAL RESPONSE DUE:** Friday, February 17, 2023- 2:00 PM (ET)  
(Not a Public Bid Opening)

**ORAL PRESENTATIONS:** TBD

**CONTRACT TERM:** TBD

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 – Sample Agreement
- Exhibit E – Financial Proposal
- Exhibit F – Company Profile
- Exhibit G – Firm Experience
- Exhibit H – N/A
- Exhibit I – N/A
- Exhibit J – N/A
- Exhibit K – Addenda Acknowledgment
- Exhibit L – Key Personnel Form
- Exhibit M – N/A
- Exhibit N – N/A
- Exhibit P – N/A
- Exhibit R – Conflict of Interest Affidavit and Disclosure

## SECTION I. INFORMATION FOR OFFERORS

### A. SUMMARY STATEMENT

The University seeks a firm (“Consultant”) to partner with TU to determine appropriate valuation and a partner to match the valuation for naming rights associated with the Arena to generate funding to contribute to the ongoing maintenance, planned upgrades, and operation of the building.

### B. ISSUING OFFICE AND PROCUREMENT OFFICER

The sole point of contact in the State for purposes of this solicitation 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

A pre-proposal conference will not be held for this opportunity.

### 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 solicitation.

### E. PROPOSAL DUE DATES

Technical and Financial Proposals must be received at the Issuing Office by the dates and times 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.

### F. 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.

### G. PROCUREMENT METHOD

This solicitation shall be conducted in accordance with the Section IV.B of the *University System of Maryland (USM) Board of Regents Procurement Policies and Procedures- Excluded Procurements*.

### H. BASIS FOR AWARD

Proposals will be evaluated for technical merit as well as price. Towson University will choose the firm who provides the most advantageous proposal considering technical information and price. The decision as to the “most advantageous” is solely at the discretion of TU. Further information may be requested during the evaluation process.

### I. ALTERNATE PROPOSALS

Neither multiple nor alternate proposals will be accepted.

### J. MINORITY BUSINESS ENTERPRISE UTILIZATION

Minority business enterprises are encouraged to respond.

### K. LIQUIDATED DAMAGES PROVISION RELATED TO MBE GOAL

N/A

**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.

### 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. INFORMATION REQUIRED IN ALL PROPOSALS

### A. ORGANIZATION OF TECHNICAL PROPOSAL SUBMISSION

1. The documentation detailed in Section III.B must be provided in response to the solicitation with the technical information to be submitted electronically and separately from the price information as there are two (2) separate due dates for these as noted Key Information Summary Sheet.
2. Submit technical and financial responses 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.
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 R. **Do not include price information in the technical proposal. Technical and financial proposals must be submitted separately on the dates/times noted in the Key Information Summary Sheet.**
6. Organize the technical proposal in the same sequence as Section IV of this solicitation, 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: Each technical proposal shall be covered by an Executive Summary 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.** The executive summary must demonstrate offeror's understanding of the University's requirements, highlighting offeror's proposed solution. A statement that the Offeror complies with all of Towson University's contract terms and conditions (Exhibit A and Exhibit D) or any exceptions to the terms and conditions must be included.
2. Response to Technical Requirements (Section IV). Narrative discussing all objectives and requirements as outlined in Section V of this solicitation. 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. Responses should not be simple "yes" or "no" or "We will comply" responses. The Offeror must describe, in detail, how the proposed approach and/or services will satisfy the stated requirements.
3. 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 solicitation. 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.

4. Company Profile. Complete the Company Profile form included with this solicitation (Exhibit F), noting the website to be consulted for additional company information.
5. 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.
6. Offeror Experience on Similar or Relevant Projects/References. Complete the Firm Experience Form (Exhibit G), providing not less than three comparable projects currently underway or previously undertaken by offeror including the name and telephone number of the project manager and/or procurement officer for each. Identify the similarities and differences between projects recently completed and the proposed project. Documented success with 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.

Financial Capacity: 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. FINANCIAL PROPOSAL FORM**

Complete Exhibit E- Financial Proposal Form as follows:

- Monthly retainer for the six (6) month term of the agreement.
- Fixed percentage rate for Annual Naming Rights Sales Commission based on the Annual Gross Revenue of the entire Naming Rights Agreement
- Reimbursable\* costs on a not-to-exceed basis.

\*Note: The cost of printing, travel to TU if over 75 miles one way, and courier services, if applicable, shall be included in the price proposal as not-to-exceed reimbursable costs. Travel costs are to be in accordance with USM's Travel Policies available at

<http://www.usmd.edu/regents/bylaws/SectionVIII/VIII1100.html> and  
<http://www.usmd.edu/regents/bylaws/SectionVIII/VIII1110.html>.

All other expenses such as meals, phone service, costs for travel under 75 miles one way and parking are not eligible as a reimbursable cost. The University will reimburse based on actual costs only with *no mark-up of any type* by the awarded firm. The awarded firm will be required to provide copies of actual documentation to substantiate reimbursement for these costs.

### **D. BID/PROPOSAL AFFIDAVIT**

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

**E. 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.

**F. MBE UTILIZATION AFFIDAVIT**

N/A

**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 III.**

## SECTION IV. SCOPE OF SERVICES

### SOLICITATION OVERVIEW

#### A. **SUMMARY:**

1. **Purpose:** Towson University (also hereinafter referred to as the “University” and “TU”) seeks proposals from marketing professionals to provide consulting services for naming/sponsorship rights associated with renaming the University’s SECU Arena (the “Arena”) as the current naming rights on the Arena partnership ends on September 30, 2023. The Arena serves as a multipurpose facility that presently hosts a variety of events including commencement, concerts, featured speakers, banquets, among others, as well as National Collegiate Athletic Association (NCAA) games, competitions and practices for men’s and women’s basketball, women’s volleyball and women’s gymnastics. In addition, the Arena is currently home to the Baltimore Blast, a professional indoor soccer team competing in the Major Arena Soccer League (MASL).
2. Background about Towson University: Founded in 1866, Towson University 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 20,000 students and 3,500 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.
  - a. Notable TU facts and accolades:
    - Ranked a top 100 national public university by U.S. News & World Report, 2020
    - One of the nation’s top 100 universities for student diversity, U.S. News & World Report, 2020
    - Named #1 Best Value public university in Maryland by Money Magazine, 2020
    - Recognized as a top performing school in social mobility, U.S. News & World Report, 2020
    - Active in more than 330 community engagements and partners with more than 500 organizations throughout the region
      - More than 180,000 alumni worldwide
      - 19 NCAA Division I sports programs
      - Helping to fuel more than \$1.7 billion in public and private investment in campus and the surrounding area
      - 1 in 5 health professionals in the state of Maryland are TU graduates
      - 16:1 student-to-faculty ratio
      - Recently completed capital projects include a \$200 million state-of-the-art-science complex (2021) and University Union expansion/renovation (2021)
      - A first-ever College of Health Professions building currently under construction
  - b. More information about TU and its role as Maryland’s university of opportunities is available at [www.towson.edu](http://www.towson.edu).

3. **Background about the Arena:** The Arena is a flexible multi-purpose spectator facility with a capacity of up to 5,200 fixed seats, including 340 club seats and 96 courtside seats, home to a variety of revenue and non-revenue producing events, from sporting events, to concerts, to commencements, to practices, and more. The facility enhances Towson University's campus and connection to the community by creating new opportunities to host events for students, neighbors and residents throughout Baltimore and the state of Maryland.

The 117,000-square-foot Arena opened in fall 2013. It was awarded LEED Gold certification for energy use, lighting, water, and material use, in addition to a variety of other sustainable features. By using less energy and water, the building saves money for students and taxpayers; reduces greenhouse gas emissions; and contributes to a healthier environment for students, staff, guests, athletes, and the larger community.

Four TU Tiger athletics teams compete in this facility, including men's and women's basketball, women's volleyball, and women's gymnastics. All four sports have been highly successful and have won conference championships and have competed in both NCAA and National Invitation Tournament (NIT) postseason play over the past several years. As an athletics venue, the Arena includes all the essential performance and support facilities to enable it to be one of best mid-major level, NCAA Division I facilities in the nation, and to support recruitment and retention of high-quality student-athletes to advance the objective of becoming a consistent top-third finisher in all sports in the CAA.

Additionally, the Arena is home to the Baltimore Blast, a professional indoor soccer team competing in the Major Arena Soccer League (MASL), as well as to graduations and associated events from other institutions of higher education and local public school systems, concerts, galas, and numerous TU events.

The Arena also includes four (4) private suites, concession stands, a hospitality room (1,500 sq. ft.), and a multipurpose room (680 sq. ft.).

The Arena features a center-hung video display and score board, an LED ribbon board, and a digital scorer's table. The Arena is Wi-Fi enabled/accessible and has recently gone cashless.

The Arena Facility Manual is included in this solicitation but is provided as a separate document, and provides a detailed description of the Arena inclusive of the technical aspects of the spaces within the building.

#### 4. **CONSULTANT SCOPE OF SERVICES:**

##### 4.1 Summary:

The University seeks a firm ("Consultant") to partner with TU to determine appropriate valuation and a partner to match the valuation for naming rights associated with the Arena to generate funding to contribute to the ongoing maintenance, planned upgrades, and operation of the building.

The Consultant's efforts will be based upon the quantitative and qualitative analysis of factors including, but not limited, to the following:

- Market benchmarks;
- TU's unique mix of NCAA Division I varsity athletic programs;



- Capabilities of hosting additional large-scale activities and events (e.g. athletic tournaments, concerts/shows, trade shows/conferences, etc.);
- Location and visibility of the facility;
- Signage and sponsorship assets;
- Potential valuation of media exposure, which should include a broad range of opportunities as they relate to social media, print, and TV/radio; and
- Other considerations and factors that would positively impact and benefit TU, as well as its specific programs and activities.

#### 4.2 Scope of Work:

The Consultant shall provide the following services:

- Review and inventory assets and touch points that can be leveraged to maximize the value of naming rights and sponsorships in a manner consistent with TU best practices, policies of the University and the University System of Maryland (USM) Board of Regents (BOR), as well as compliance with laws, including local and state zoning requirements.
- Review and recommend naming and sponsorship agreements that meet the unique needs of TU and that can optimize implementation and revenue generation.
- Develop effective and compelling materials to establish naming rights and additional sponsorship opportunities as viable commercial platforms for partners and that frame and differentiate the competitive advantage of a naming rights opportunity with TU.
- Coordinate and partner with TU leadership to secure leading naming partners, including prospect identification and lead generation, sales strategy development and execution, and follow-up activities as appropriate leading to high-value naming and sponsorship partner(s).

The selected Consultant shall have the exclusive right and obligation to provide the services identified in this RFP relating to the identification, valuation, packaging, marketing and sale of naming rights to a naming rights sponsor and the negotiation of an Arena naming rights agreement, subject to approval by the University and BOR.

The Consultant is to provide the services under the review and direction of the designated TU Project Manager.

#### 4.3 List of Deliverables:

4.3.1 *Naming Rights Valuation Analysis Report:* Preparation and submission of this report within sixty (60) days following the effective date of the agreement executed between TU and the selected firm.

4.3.2 *Naming Rights Proposal:* Preparation and submission of this proposal within sixty (60) days following the effective date of the agreement executed between TU and the selected firm to include the following:

- Inventory packaging, among other things:
  - Determines best assets controlled by TU for inclusion in a naming rights package for the Event Center & Arena building;
  - Ensures that through an integrated approach, inventory will be maximized;

- Leads creative discussion on other inventory elements for inclusion in packaging that will maximize any Naming Rights Agreement;
- Strategically positions the story and vision of TU;
- Provides a strong and compelling marketing piece to take into the marketplace;
- Customizes the proposal to directly address the goals and objectives of specific targets

4.3.3 *Naming Rights Marketing and Sales Strategy Report:* Develop and execute a collective Naming Rights marketing and sales strategy report that will include the following:

- Identification of potential industry categories to maximize synergies with the objectives of the Arena which may include the following industry categories:
  - Automotive;
  - Soft Drink;
  - Technology/Cybersecurity;
  - Telecommunications;
  - Financial Services;
  - University Vendors; and,
  - Others as appropriate.
- Collaborate with TU's Division of University Advancement and Tiger Athletics on both the identification of specific Naming Rights targets and the presentations to be made to those targets.

4.3.4 *"Selling" the Naming Rights Proposal:* Develop a written proposal inclusive of the following:

- Solicitation of all corporate targets for the Naming Rights
- Negotiation and contract formation to include the following:
  - Delivery and execution of a detailed partnership negotiation strategy;
  - Analysis of all deliverables;
  - Prioritization of all package elements;
  - Collaboration with the University in negotiation of agreements;
  - Review of all naming rights related contracts to assure maximization of benefits to the University and completeness;
  - Collaboration with the University on any agreement announcement.

4.3.5 **Other Necessary Services:** Provide any and all other necessary services relating to securing a Naming Rights Sponsor.

TU retains sole and absolute discretion to approve or reject any potential partners. Any eventual naming right agreement or relationship will be subject to additional reviews and approvals by the USM BOR.

#### 4.3.6 **Monthly Reports:**

*Monthly reports*, due at the end of each calendar month during the term of the Consultant's contract, provided to the designated University Project Manager. Such reports shall include the following:

- A summary of the work done on the Naming Rights Valuation Analysis Report and Naming Rights Proposal;
- A summary of the work done on the development and implementation of the marketing plan and sales strategy more specifically described above; and,
- The tracking of potential sponsors contacted by the Consultant and the status of any discussions with those sponsors.

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. Indemnification Provision**

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.

## **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. ACKNOWLEDGEMENT**

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

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

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

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

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

**A. AUTHORIZED REPRESENTATIVE**

**I HEREBY AFFIRM THAT:**

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

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

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

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

and is registered or qualified as required under Maryland law.

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

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

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

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

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

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

**C. FINANCIAL DISCLOSURE AFFIRMATION**

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



## **D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

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

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

### **I CERTIFY THAT:**

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



(j) Within 30 days after receiving notice under §(2)(h)(ii) above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

**F. CERTAIN AFFIRMATIONS VALID**

**I FURTHER AFFIRM THAT:**

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

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

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

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

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

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

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand and \_\_\_\_\_, by and between \_\_\_\_\_, 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

Offeror's Name: \_\_\_\_\_

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

Project Number: \_\_\_\_\_

**Failure to properly complete each blank may cause for rejection of this proposal. Provide pricing for each requested quantity.**

**A. Quoted monthly retainer for six (6) month term of the agreement.**

Quoted monthly retainer	Months	Extended Priced (Monthly retainer x # of Months)
\$	6	

**B. Quoted fixed percentage rate for Annual Naming Rights Sales Commission based on the Average Gross Revenue of the entire Naming Rights Agreement.**

Gross Annual Revenue	Quoted fixed percentage
Up to \$299,000	%
\$300,000 to \$399,999	%
\$400,000 to \$499,999	%
\$500,000 and above	%

**C. Quoted reimbursable costs on a not-to-exceed basis:**

Reimbursable Expense	Not-to-Exceed (NTE) Quote
Printing	\$
Travel Expenses (over 75 miles one-way only)	\$
Courier Expenses	\$
<b>Total NTE Price</b>	\$

We confirm that the Price Proposal is based on the requirements per the solicitation documents and any subsequent addenda as noted above. Having received clarification on all matters upon which any doubt arose, the undersigned proposes to complete the work described in this solicitation and any subsequent addenda as noted above. By signing and submitting the response, undersigned hereby agrees to all terms and conditions of this solicitation document including any issued addenda. Offerors are cautioned to verify their final proposals prior to submission, as Towson University cannot be responsible for the Offeror's errors or omissions. Any price proposal that has been accepted by Towson University may not be withdrawn by the Offeror.

\_\_\_\_\_  
Firm License Number (if applicable)

\_\_\_\_\_  
Date Issued

\_\_\_\_\_  
Place of Issuance

**Minority Business Enterprises:** The undersigned certifies that the Bidder (check applicable box):

Is NOT a Certified Minority Business Enterprise

Is a Minority Business Enterprise, certified by the Maryland Department of Transportation, and assigned the following certification number: \_\_\_\_\_.

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

Firm Name: \_\_\_\_\_

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

Phone/Fax No.: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Federal Tax ID or Social Security No.: \_\_\_\_\_

Signature of Officer or Authorized Agent: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Witness: \_\_\_\_\_

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:

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		

**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**