NOTICE TO BIDDERS

SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve Procurement for which award will be limited to Certified Small Business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§ 14-501 - 14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract.

For the purposes of a Small Business Reserve Procurement, a small business is a business, other than a broker, that meets the following criteria:

- The business is independently owned and operated;
- The business is not a subsidiary of another business;
- The business is not dominant in its field of operation;
- The wholesale operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of $4,000,000 in its most recently completed 3 fiscal years;*
- The retail operations of the business did not employ more than 25 persons, and the gross sales of the business did not exceed an average of $3,000,000 in its most recently completed 3 fiscal years;*
- The manufacturing operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of $2,000,000 in its most recently completed 3 fiscal years;*
- The service operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of $10,000,000 in its most recently completed 3 fiscal years;* and
- The construction operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of $7,000,000 in its most recently completed 3 fiscal years.*
- The architectural and engineering services of the business did not employ more than 100 persons and the gross sales of the business did not exceed an average of $4,500,000 in its most recently completed 3 fiscal years.

* If a business has not existed for three years, the gross sales average shall be the average for each year or part of a year during which the business has been in existence.

Further information on the certification/registration process is available at e-Maryland Marketplace.
INVITATION FOR BIDS

ROOF MAINTENANCE

TU-1908-SBR

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

NOTE:
IF YOU PLAN TO HAND DELIVER YOUR BID/PROPOSAL OR USE AN OVERNIGHT COURIER, DELIVER THE BID TO THE PROCUREMENT OFFICE LOCATION TO ENSURE TIMELY DELIVERY.

PROCUREMENT OFFICE LOCATION
ADMINISTRATION BUILDING
7720 YORK ROAD, 4TH FLOOR
TOWSON, MD 21204

FREE 20-MIN. PARKING METERS ARE AVAILABLE NEAR THE 1ST- FLOOR BUILDING ENTRANCE

DIRECTIONS TO THE UNIVERSITY AND A CAMPUS MAP
http://www.towson.edu/maps/index.html

PARKING INFORMATION
http://www.towson.edu/parking/visitors/index.html

MINORITY BUSINESSES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION
INVITATION FOR BIDS

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TU-1908-SBR

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MINORITY BUSINESSES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION
KEY INFORMATION SUMMARY SHEET

Invitation for Bids (IFB)

TU-1908-SBR – Roof Maintenance

| IFB Issue Date:                  | 10/12/18                  |
| IFB Issuing Office:             | Towson University Procurement Department |
| Procurement Officer Representative: | Michelle Compton          |
|                                 | Phone: 410-704-2050       |
|                                 | Fax: 410-704-8233         |
|                                 | e-mail: MLCompton@towson.edu |
| Procurement Office Location:    | Towson University         |
| (preferred—hand deliver/courier)| Procurement Department   |
|                                 | Administration Building, 4th Floor |
|                                 | 7720 York Road           |
|                                 | Towson, MD 21204         |
| Pre-Bid/Proposal Conference:    | 10/23/18 – 11:00 AM – 1st site visit immediately following Pre-Bid/Proposal Conference |
|                                 | Administration Building, Room 408 |
|                                 | 2nd Site Visit: 10/25/18 – 10:00 AM |
|                                 | Meet in the 1st Floor Lobby of the Administration Building |
|                                 | Note: One site visit is mandatory |
| Deadline for Questions:         | 10/31/18 – 4:30 PM        |
| Bids Due:                       | 11/7/18 – 2:00 PM         |
| (public bid opening)            | Administration Building, Room 408 |
| Contract Term:                  | One year base term with (4) four one year option renewals. |

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 BIDDERS/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.

Bid/Proposal Number: _______________ Entitled: ______________________________________

I. If you have responded with a "no bid" please indicate the reasons below:
( ) 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.
( ) Startup 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 was unprofitable or otherwise unsatisfactory (Explain below).
( ) Payment schedule too slow.
( ) Other: ____________________________________________________________

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

Remarks: ______________________________________________________________

____________________________________________________________________

Offeror Name:________________________________________________________
Contact Person:________________________________________________________
Signature: ____________________________ Date: ___________________________
Address: __________________________________________________________________
E-Mail: __________________________________________________________________
Telephone: ____________________________ Fax: _____________________________
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SECTION I. PROCUREMENT OBJECTIVE

A. SUMMARY STATEMENT
Towson University is seeking a qualified contractor to provide roof maintenance and repair.

B. ISSUING OFFICE AND PROCUREMENT OFFICER
The sole point of contact in the State for purposes of this IFB 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 Bidder to contact the requester, evaluator, or otherwise circumvent this procedure in any manner may be grounds for disqualification.

C. PRE-BID CONFERENCE AND SITE VISIT
1. Prior to submitting its bid, each contractor is encouraged to attend the scheduled pre-bid conference to examine the facility and familiarize himself with the full nature and extent of the work to be done. They shall obtain for themselves all information that may be necessary for the satisfactory performance of the contract work and the cost thereof. It is the sole responsibility of the contractor to fully familiarize themselves with the areas involved and the extent of the services required by visual inspection. Failure to visit the site and become familiar with the conditions and requirements affecting the work will not relieve the successful contractor from the provisions of the contract and from completing the work for the consideration set forth.

2. Two (2) site visits are scheduled and listed on the Key Information Summary Sheet. Please note: in order to be considered for award one (1) site visit is mandatory.

3. Towson University is committed to ensuring that persons with disabilities are given an equally effective opportunity to participate in and benefit from the university’s programs and services. Persons with disabilities who might need reasonable accommodations should contact the Procurement Department at least 72 hours before any meetings held in connection with this solicitation at (410) 704-2171.

D. QUESTIONS AND INQUIRIES
Bidders shall direct all communications regarding this solicitation 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 Bidders known to have received the IFB.

E. SITE INVESTIGATION
By submitting a bid the vendor acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, and electric power. Any failure by the contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the cost of successfully performing the work. The University shall not be responsible for any
conclusions or interpretations made by the contractor of the information made available by the University.

F. INSURANCE
Upon award, the successful bidder shall furnish certificates of insurance as required in Exhibit A, Required Contract Provisions, Section 51, naming Towson University as an additional insured. The certificate shall reflect the number and title of the solicitation/contract.

G. LICENSES AND QUALIFICATIONS
1. Construction contractors must be licensed as Md. Code Ann., Bus: Reg. § 17-601, and shall submit proof of current licensing with the bid.

2. The University reserves the right to require that a contractor demonstrate that it has the skills, equipment and other resources to satisfactorily perform the nature and magnitude of work necessary to complete the project within the proposed contract schedule.

H. BID DUE DATE
Bids must be received at the Issuing Office by date and time indicated on the Key Information Summary Sheet. Requests for extensions will not be granted. Late bids, late requests for modification, or late requests for withdrawal will not be considered. Unless specifically requested, bids submitted by fax or other electronic devices will be rejected. It is recommended that bids be hand delivered.

I. OPENING OF BIDS
A public opening will be held at the date, time and location noted on the Key Information Summary Sheet.

J. DURATION OF BID OFFER
Bids submitted are irrevocable for 90 days after the bid due date. This period may be extended by mutual written agreement between the bidder and the University.

K. PROCUREMENT METHOD
This solicitation shall be conducted in accordance with the provisions of the University System of Maryland (USM) Procurement Policies and Procedures. The procurement method is Competitive Sealed Bidding.

L. AWARD
The University will recommend for award a responsive bid from the responsible bidder submitting the most favorable evaluated bid price for the requirement(s) herein.

M. MULTIPLE BID OR ALTERNATE BIDS
Unless multiple or alternate bids are specifically requested in the solicitation, they will not be accepted.

N. MINORITY BUSINESS ENTERPRISE UTILIZATION
An MBE subcontract participation goal of 5 percent of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agree that this percentage of the total dollar amount of the contract will be performed by certified minority business enterprises.
By submitting a response to this solicitation, the bidder or offeror agrees that these percentages of the total dollar amounts of the contract will be performed by certified minority business enterprises as specified.

♦ A prime contractor — including an MBE prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.

♦ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

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

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

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

a. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): $24.93 per day until the monthly report is submitted as required.

b. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): $ 87.24 per MBE subcontractor.

c. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.
d. Failure to meet the Contractor’s total MBE participation goal and sub-goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

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

END OF SECTION I.
SECTION II. GENERAL INFORMATION FOR VENDORS

A. PURPOSE
The overall purpose of this solicitation is to provide information to vendors interested in preparing and submitting bids to meet the requirements herein. Bidders shall familiarize themselves with each section and subsection of this document.

B. REVISIONS TO IFB
1. The University reserves the right to amend this solicitation at any time prior to the bid due date. If it becomes necessary to amend any part of this solicitation, the procurement officer will furnish addenda to all prospective bidders known to have received a copy of this IFB.

2. Each bidder shall acknowledge the receipt of all addenda issued by completing Exhibit K, Addendum Acknowledgment Form, and enclosing it with the bid.

C. PRE-BID MODIFICATION OR WITHDRAWAL OF OFFERS
Bids may be modified or withdrawn by written notice received at the Issuing Office before the bid opening date and time.

D. CANCELLATION OF SOLICITATION/REJECTION OF ALL BIDS
The University reserves the right to cancel this IFB, to accept or reject any or all bids, in whole or in part, received in response to this IFB, and to waive or permit cure of minor irregularities as its best interests may require.

E. INCURRED EXPENSES
The University assumes no responsibility for expenses incurred in preparing and submitting bids in response to this solicitation.

F. ARREARAGES
By submitting a response to this solicitation, a bidder 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 contract award.

G. VERIFICATION OF REGISTRATION AND TAX PAYMENT
Each prospective bidder 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 bid opening date. Failure to complete registration with the State Department of Assessments and Taxation (SDAT) may disqualify an otherwise successful bidder from recommendation for contract award.

H. ECONOMY OF PREPARATION
Bids should be prepared simply and economically, providing a straight-forward, concise description of the bidder’s ability to fulfill the requirements of this solicitation.

I. PUBLIC INFORMATION ACT NOTICE
Bidder shall give specific attention to identification of those portions of its bid considered confidential, or containing proprietary information or trade secrets. Upon request, bidder shall provide justification why such material should not be disclosed by the University.
under the Public Information Act, General Provisions Article, §§ 4-401 et seq., Annotated Code of Maryland.

J. EXECUTION OF BIDS
Bids shall be typewritten or written legibly in ink, and signed in ink as follows, depending on the bidder’s form of business organization:

1. **Sole Proprietorship.** Proprietor shall sign full name, with address.

2. **Partnership and Joint Venture.** Submit the bid/price proposal form 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 Bidder’s proposal. Reasonable evidence satisfactory to the University of the authority of one partner to bind other purported partners is required. Include 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. At the University’s option, all general partners may be required to sign. Failure to present the University with satisfactory information concerning a purported partnership or joint venture may be grounds for bid rejection.

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.

K. DISCREPANCIES, EXPLANATIONS AND CLARIFICATIONS
Bidders finding discrepancies in the specifications or other provisions included in this solicitation, or in doubt as to the meaning or intent of any section or subsection herein, 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 Bidder for expenses made necessary by reason of later interpretation of the contract documents, and Bidder shall be bound to the University’s interpretation. Request clarifications in accordance with the instructions above.

L. ORDER OF PRECEDENCE
The contract to be entered into as a result of the IFB (the "Contract") will consist of the following contract documents listed in their order of precedence:

1. The contract executed by the parties and/or Purchase Order issued by the University;

2. The solicitation, including Exhibit A-2 Required Contract Provisions for Construction/Maintenance, and all other Exhibits; and

3. The bid, as submitted by bidder and accepted by the University.

No modifications to this order of precedence will be accepted.
M. REQUIRED CONTRACT PROVISIONS
Bids submitted, and contract(s) executed with the successful bidder, are subject to Exhibit A and Exhibit A-1 (if applicable).

By submitting a bid, the vendor is deemed to have accepted the terms of this IFB, including exhibits; a bid that takes exception to the terms of the IFB may be rejected. 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.

N. FALSE STATEMENTS
Bidders 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.

O. PAYMENT TO THE CONTRACTOR
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.

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

P. 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://compnet.comp.state.md.us/General_Accounting_Division/Vendors/Electronic_Funds_Transfer/default.shtml

Q. RECIPROCAL PREFERENCE
While Maryland law does not authorize state agencies to favor resident bidders, 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 bidder whose headquarters, principal base of operations, or principal site that will provide the services required by this IFB 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.
R. **NON-VISUAL ACCESS**
The Contractor shall ensure compliance in any applicable contract with State of Maryland IT Non-Visual Access Standards. The standards should be incorporated to the fullest extent possible for information technology contracts. These standards/policies may be revised from time to time and the Contractor shall comply with all such revisions. The Non-visual Access Clause noted in COMAR 21.05.08.05 and referenced in the IFB is the basis for the standards that have been incorporated in the Maryland regulations.

S. **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.

T. **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](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.**

U. **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. BID SUBMISSION REQUIREMENTS

A. ORGANIZATION OF BIDS

1. Bids must be submitted to the campus location of the Issuing Office not later than the date and time indicated on the Key Information Summary Sheet.

2. Submit one (1) clearly marked original and one (1) copy of each bid, in a sealed envelope. Indicate on the outside of the envelope the solicitation/project number, bid due date, and bidder’s name and address.

3. If technical data, product literature, or brochures are needed to supplement the bid, enclose those materials after the last required form.

4. Bids that are incomplete or that deviate from the format required in this section may be rejected.

B. SUBMITTAL REQUIREMENTS CHECKLIST

Each bid must include the following:

1. **BID/PRICE PROPOSAL FORM**, typewritten or completed in ink and executed in accordance with the requirements in Section II. Each alteration to the Bid Form must be initialed, in ink, by the signatory.

2. **Exhibit B, BID/PROPOSAL AFFIDAVIT**, typewritten or completed in ink and executed in accordance with the requirements in Section II.

3. Attachment 1A, from Exhibit E, MINORITY BUSINESS UTILIZATION PACKAGE.

4. **Exhibit F, COMPANY PROFILE**

5. **Exhibit G, FIRM EXPERIENCE**. Duplicate as necessary to furnish references for no less than three (3) comparable projects completed within the past five (5) years, or currently underway.

6. **Exhibit K, ADDENDA ACKNOWLEDGMENT FORM**. Should one or more addenda be issued, each bidder must acknowledge receipt using this form, identifying each addendum by number and date, and signing the document.

7. **Exhibit L, KEY PERSONNEL FORM**. Provide the names of key personnel to be assigned to this project, if awarded, and a brief resume on each, including educational background, work experience with bidder, previous work experience with other firms, and specific experience similar to the current project.

C. EVIDENCE OF BIDDER RESPONSIBILITY

The University may require any bidder to furnish additional information regarding past performance, financial capacity, technical expertise, or other qualifications bearing on performance of the contract, and reserves the right to consider any information otherwise
available, or to make such additional investigations as it deems necessary to confirm the responsibility of any bidder.

The Procurement Officer shall make purchases from, and award contracts, only to responsible contractors. In the absence of information clearly indicating that the prospective contractor is responsible, the Procurement Officer shall make a determination of non-responsibility.

END OF SECTION III.
SECTION IV- SUMMARY OF WORK

PART 1. GENERAL

1.1 SCOPE:

A. Towson University is seeking a Contractor to provide roof maintenance and repairs. The successful Contractor shall furnish all labor, materials, tools, equipment, supervision, insurance, etc., required to address all of the building roof systems described in these specifications.

1.2 UNIT PRICES:

A. Three (3) labor rates shall be submitted for each year of the contract on the BID/PRICE PROPOSAL FORM.

B. The labor rates are for a Foreman, a Laborer, and a Helper. The Foreman must be a working Foreman.

C. All labor rates quoted by a bidder shall be within reason of the rates in the local area.

D. The labor rates shall be used in the development of the BASE BID, THE BASE YEAR PLUS THE FOUR OPTION YEARS.

1.3 PLANS AND SPECIFICATIONS:

A. Bidders finding discrepancies in the specifications or other provisions included in this solicitation, or in doubt as to the meaning or intent of any section or subsection herein, 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 Bidder for expenses made necessary by reason of later interpretation of the contract documents, and Bidder shall be bound to the University’s interpretation.

B. Bidders finding conflict between what is considered good roof maintenance and these specifications shall state in writing all objections to the Procurement Officer Representative prior to submitting a Bid Price Proposal otherwise Bidder shall be bound to the University’s interpretation.

1.4 LOCATION:

A. The work performed under this contract shall involve any or all University owned buildings located on the campus of Towson University.

B. The University is divided into two operating programs, 07 and 08. Program 07 consists of the Administrative and Academic buildings. Program 08, also known as Auxiliary Services, consists of all residence and dining facilities, parking garages, the University Union building, and the Child Care Center. University owned buildings are listed below.
PROGRAM 07 BUILDINGS

7400 York Road          7800 York Road          Administration
Auburn House            Burdick Hall            Center for the Arts
College of Liberal Arts  Cook Library            Dowell Health Center
Enrollment Services      Field House             General Services
Glen Esk                Glen Woods Sheds          Hawkins Hall
Landscape Calf Shed      Lecture Hall            Linthicum Hall
Media Center            Power Plant            Hidden Waters House
Psychology              Public Safety Building    Schuerholz Baseball Park
Smith Hall              Stephens Hall           Stephens Hall Annex
Towson Center           Units Stadium            Van Bokkelen
Ward/West Health        T.U.N.E. at H.C.C.

PROGRAM 08 BUILDINGS

Child Care Center       Clara Barton            Frederick Douglas
Glen Dining Hall        Glen Garage             Glen Tower A-B-C-D
Newell Dining           Newell Hall             Prettyman Hall
Residence Tower         Richmond Hall           Scarborough Hall
S.E.C.U. Arena          Towson Center Storage Shed Towson Run Apts
Towsontown Garage       10 West                 Union Garage
University Union        West Village Commons     West Village Garage
Carroll Hall            Marshall Hall

1.5 CONTRACTOR'S MANPOWER AVAILABILITY REQUIREMENT:

A. The Contractor shall furnish the manpower, equipment, and materials as required. The needs of the University may vary, and when required one or several crews may be necessary to perform the work under this Contract on any given day.

1.6 AMOUNT OF CONTRACT:

A. The current budget authority for this contract has an average annual spend of $130,000.00 per year. The University does not guarantee a minimum or maximum usage.

B. The Contractor shall be paid only for the actual work completed as required and determined by the University at the Labor Rates quoted.

PART 2. PRODUCTS (Not Applicable)

PART 3. EXECUTION

3.1 TERM OF CONTRACT PERIOD:
A. The term covered of this contract shall be one year from date of award, with the University retaining the sole option to exercise four one-year renewal periods.

3.2 MATERIAL:

A. Material Costs:

1. Material costs that are reimbursed to the Contractor as a "job cost" shall be based on the cost of materials to the Contractor from his usual sources of supply with all usual trade practice discounts deducted. All costs discounts shall be deducted in determining material costs. The mark-up for material, combined overhead and profit, shall not exceed 10% of material costs.

2. The Contractor shall provide material as specified by the Owner from sources at the least cost instances when requested by the Owner.

3. Material costs shall include sales taxes or other taxes to which materials furnished under the Contract are subject by law.

4. "Job Cost" for materials shall include only materials incorporated in or consumed by the work or materials surplus to the project needs, which may be approved for retention by the Owner.

B. Material From Contractor’s Stock:

1. Material taken from the Contractor’s stock shall be billed at the current market replacement costs as delivered to the Contractor, plus the Contractor’s mark-up for materials.

2. Note that a special fee or merchandising fee for material taken from stock is not allowed under this Contract. Market quotations, invoices or other suitable evidence from wholesalers, distributors, jobbers of the articles or materials so furnished shall be submitted by the Contractor as proof of replacement cost.

3.3 OWNER’S RIGHT TO FURNISH MATERIAL AND EQUIPMENT:

A. The Owner reserves the right to purchase material, equipment, or job required merchandise, or to furnish such items from stock.

3.4 DISPOSAL OF SALVAGE AND SURPLUS MATERIALS:

A. Unused new material shall be returned to the Contractor for credit to “Job Cost” whenever possible. All salvaged materials and new materials purchased for a project as part of the “Job Cost” and not returned to the vendor for credit shall remain the property of the Owner and shall be disposed of as directed.
B. No material shall be removed from the site or destroyed except with the approval of and under the direction of a representative of the University. The cost of disposal shall be part of the “Job Cost.”

C. Any material required for special purposes such as shores, scaffolding, etc., which will have a salvageable value after use, may be either new or used material furnished at an agreed upon price.

END OF SECTION
SECTION V - ROOF MAINTENANCE

PART 1. GENERAL

1.1 DESCRIPTION OF WORK:

A. The work herein required shall be of the full service type to provide complete replacement and repair service as needed, including repairs to adjacent masonry or metal vertical surfaces on the roof side or the top or exterior side of parapet walls.

B. All replacement or repair service work shall be properly integrated into existing materials in order to affect a complete watertight system.

C. The actual work shall require replacement and/or service repair work to the following items:

1. Built-up Roofing
2. Single-ply Roofing
3. Foam Roofing
4. Slate Roofing
5. Two ply modified bitumen Roofing, cold adhesive or torched
6. Insulation – tapered iso and lightweight insulating concrete
7. Roof Decking
8. Metal Work
   a. Flashings, valleys, reglets, gravel stops, base flashings
   b. Gutters, downspouts, built-in gutters
   c. Pitch-pockets, joint covers
   d. Roof Drains
9. Mineral Flashings
10. Modified Bitumen Flashings
11. Caulking

1.2 INTENT OF THE CONTRACT: The intent of this Contract is to replace, maintain and repair as needed, all types of roofs and their accessories on all buildings owned or maintained by Towson University.

PART 2. PRODUCTS (Not Applicable)

PART 3. EXECUTION

3.1 PROCEDURE:

A. The Contractor shall supply an office telephone number and a minimum of one backup cell phone number to the Roof Maintenance Manager and any designated University representative. The Contractor shall respond by a return call within twenty-four (24) hours when contacted by the University. Failure to return calls as stipulated may result in termination of this contract.
The University shall log calls to the Contractor and Contractor response.

B. The Contractor shall report to the job site within five (5) calendar days of notice from the University.

C. Upon notification by the University, the Contractor and the Roof Maintenance Manager and/or a designated representative of the University shall visit the job site and determine the quantities of work necessary to affect a proper repair or replacement.

D. After the Contractor's inspection of the job site and work area, the Contractor shall submit to the Roof Maintenance Manager, a lump sum price and submittal containing a detailed plan of his intended methods of repair and/or replacement and a list of all materials. The Roof Maintenance Manager reserves the right to reject any products which he feels are unsatisfactory for the work proposed, or to make any changes in the Contractor's repair or replacement methods and/or plans.

E. Upon receipt of approval from the University, the Contractor shall begin the specified work within five (5) working days unless otherwise directed.

F. Acceptance shall be based on the University’s final inspection of all work executed by the Contractor. All appropriate practices of the trade involved shall be executed to the extent required to achieve this end result.

G. The Contractor shall be paid for the actual work performed at the quantities and standard contract mark-up unit prices submitted and approved prior to the start of work. All invoices for work shall be submitted to the Towson University Accounts Payable Department as indicated on the Purchase Order and shall include four copies of the Cost Breakdown for Progress Payments. All invoices are subject to the approval of the Roof Maintenance Manager to the extent of the percent of work completed and the form of the bill.

3.2 INSPECTION:

A. The Roof Maintenance Manager shall have the right to stop the work for non-compliance with the specifications and unsafe work conditions; to take core samples of the roof; to take samples of any material at the site; and he shall be sole judge of the work in the field as to compliance with the specifications and acceptability. The Contractor shall be responsible to repair any roof areas which have been cored for inspection.

3.3 PROTECTION OF BUILDING FROM WATER INFILTRATION:

A. At no time or for any reason shall the Contractor leave the roof of any building in an open condition during the execution of the work. All roof work shall be sealed tight at the end of each day’s activities. Any damages caused to the University due to the neglect of the Contractor shall be corrected by the Contractor without cost to the University.
3.4 WORKMANSHIP:

A. All workmanship shall be of top quality. Whenever the method of the work or manner of procedure is not specifically stated or shown in the contract documents, it is intended that the best trade practice shall be adhered to. Written recommendations of the manufacturer of materials used on the project shall be applied, installed, used, and cleaned. Work not meeting these standards shall be removed and replaced by the Contractor at no additional expense to the University.

3.5 MEASUREMENTS:

A. The Contractor shall be responsible for all required field measurements. Failure on the part of the Contractor to establish needed dimensions and other field conditions necessary to execute the work shall not relieve the Contractor of responsibility to meet the requirements of the Contract. There shall be no extra cost to the University, for any failure on the part of the Contractor to perform as specified.

3.6 REPAIRS AND PATCHING:

A. Damage to existing facility caused by the Contractor's work shall be repaired or replaced at the Contractor's expense to the satisfaction of the University.

3.7 CLEAN UP:

A. The Contractor shall maintain a clean and orderly job site during the construction period. Debris and construction related dirt shall be removed from the job site on a daily basis.

B. Upon completion of all work, and before the final inspection is conducted, all areas affected by the work or the Contractor's operations shall be thoroughly cleaned and the project placed in a finished condition.

C. All debris shall be disposed of off-site in accordance with all applicable Federal, State and County laws and regulations.

3.8 MATERIALS:

A. No damaged, defective or substandard materials shall be used or brought onto site.

B. The Contractor shall obtain prior approval of the University for storage of materials and equipment. Such storage shall be done in a safe manner and in such a manner as not to interfere with University activities. The Contractor shall be held responsible for any and all accidents caused by negligence from this source.

C. Flammable materials shall not be stored in or about buildings on campus.

D. The Contractor is responsible for tools, materials, and equipment at the work site and anywhere else they may be on campus. It shall be the sole responsibility of
the Contractor to safeguard materials, tools, and equipment. The University shall not assume responsibility for vandalism and/or theft of materials, tools, and/or equipment.

E. Products containing asbestos are prohibited on this contract. The Contractor shall use only asbestos-free products. Asbestos-free means that material contains no asbestos. The Contractor shall provide the Towson University a letter certifying that all material utilized does not contain any asbestos.

3.9 SCAFFOLDING:

A. During all phases of the work that utilizes scaffolding, the Contractor shall make proper use of interior and exterior type scaffolding.

3.10 CRANES AND HIGH LIFT DEVICES:

A. Cranes may be required for work on the Residence Tower and Glen Towers A, B, C, and D. When required and approved by the Roof Maintenance Manager, high lift devices and/or cranes may be used and billed for reasonable cost plus 10% by the Contractor. The Contractor is reminded that all operations involving cranes or derricks shall comply with OSHA General Industry Standards 29 CFR 1910.179 through 1910.181 and OSHA Construction Standard 29 CFR 1926.550.

3.11 MECHANICAL AND ELECTRICAL SYSTEMS:

A. All existing mechanical and electrical systems and mechanisms within the area affected by the work shall be checked by the Contractor in the presence of the designated University personnel for proper operation after the completion of work.

3.12 VENTILATION:

A. Adequate ventilation shall be provided for the proper drying of the work during construction. Adequate fire and other damage protection on the job shall be solely the Contractor’s responsibility.

3.13 SECURITY:

A. The Contractor shall be responsible for the security of the building as it relates to the work area. When work is not in progress, doors, and windows in work areas shall be kept locked. The Contractor shall provide when necessary, temporary closures at door, window and louver openings, to secure the area and building from theft, damage, and weather. Any security deficiencies in the work area shall be immediately corrected.
3.14 SAFETY:

A. All work shall be done in a safe manner and comply with all governing regulations concerning safety. This shall include but not be limited to OSHA, MOSHA, etc.

B. The use and storage of any LP gas cylinders on the job site shall be in strict compliance with the most current edition of NFPA 58, *Liquefied Petroleum Gases*. Towson University Department of Environmental Health and Safety (EHS) reserves the right to inspect all operations involving LP gas, at any time and without prior notice, to ensure full compliance with the above referenced code.

C. All exterior building exits shall be kept clear and accessible at all times during the course of the work. If it becomes absolutely necessary to block, obstruct or in any way restrict egress from a marked emergency exit, EHS shall be notified at least one (1) business day in advance.

D. The location of an asphalt pot on the job site shall be coordinated in advance with EHS to minimize the exposure of building occupants to potentially hazardous coal tar derivative fumes and vapors. If the location of the asphalt pot is moved during the course of the project, its location shall be coordinated with EHS at least one (1) business day in advance.

3.15 FIRE SAFETY:

A. Inspections: The Contractor shall conduct fire safety briefings to all members of the construction staff.

The Contractor’s job superintendent shall make a complete fire safety inspection at the end of each business day and record same in his daily diary. The Contractor shall notify the Towson University’s representative of all open flame operations 24 hours in advance (in order to obtain a Hot Work’s Permit).

B. Fire Extinguishers: Provide types, sizes, numbers and locations as would be reasonably effective in extinguishing fires during early stages, by trained personnel at project site. Provide Type A extinguishers at locations of low potential for either electrical or grease-oil-flammable liquids fires; provide Type ABC dry chemical extinguishers at other locations; comply with recommendations of NFPA No. 10. Post warning and quick instruction at each extinguisher location, and instruct all personnel at project site, at time of their first arrival, on proper use of extinguishers and other available facilities at project site. Post local fire department call number on each Contractor telephone instrument at project site.

3.16 CODE COMPLIANCE:

A. All work shall conform to all Federal, State and local ordinances and building codes.
3.17 GUARANTEE:

A. All materials and workmanship shall be guaranteed against defects for a period of two (2) years from date of final acceptance. The Contractor shall replace without charge any inferior materials or workmanship within this period.

3.18 NON-INTERFERENCE AND COOPERATION WITH UNIVERSITY OPERATIONS:

A. The Contractor shall take into consideration that sessions of the University shall continue as usual during the progress of the work. The operation of fire alarm, sprinkler, intercom, mechanical and electrical systems shall not be interfered with.

B. The Contractor shall at all times first consider the safety of the students, faculty, and staff, and other occupants or visitors to the building. The Contractor shall be responsible for keeping the University authorities apprised of all operations which may jeopardize the safety of the people in the building in sufficient time for the University to make necessary adjustments to any schedules. This shall not relieve the Contractor of his responsibility for the safety of the people in the work area.

C. The Contractor shall not block the streets in or about the exits, or the exits themselves. All passageways and means of egress from the building must be kept open during normal hours.

D. The Contractor shall not interfere with use or obstruct use of the hallways, stairways, toilets or any other room in the building.

E. When necessary for mechanics to work in any portion of the premises normally occupied by the University occupants, they shall, before entering make application to the Roof Maintenance Manager, to effect a workable agreement so that the work may be carried forward in a manner to interfere as little as possible with the educational program.

F. The Contractor shall cooperate with the University in setting up schedules of work so as not to interfere with the normal operations of the University.

3.19 USE OF EXISTING UTILITIES AND SANITARY FACILITIES:

A. The Contractor shall use existing water, mechanical and electrical facilities with water and electricity to be furnished by the University. Temporary electrical connections to the University's existing electrical system for any work under this Contract shall be made only as a separate circuit, properly labeled, and taken from an existing panel. Temporary hoses, wiring, etc., shall be furnished by the Contractor's personnel, and he shall be responsible for maintaining these areas in clean, safe, and sanitary condition throughout the period of use.

B. The Contractor shall be allowed to use the existing sanitary facilities in the work area. Shall a nuisance in or an abuse of these facilities occur, and continue after a notice from the University, then these facilities shall no longer be used by the
Contractor, and he shall provide his own. The Contractor shall keep all facilities which he uses in a clean, sanitary condition throughout the period of use.

3.20 **ASBESTOS:**

A. If at any time during the performance of the work under this Contract the Contractor finds or has reason to suspect the presence of asbestos in any work area, he shall immediately notify the Roof Maintenance Manager in writing setting forth his observations/suspicions and requesting instructions. At the same time, the Contractor shall withdraw all his personnel from the potentially contaminated area.

B. If a Contractor encounters suspected Asbestos Containing Roof Material (ACRM), they are to immediately notify the TU Environmental Health and Safety Department so that they may inspect prior to removal.

B. The Contractor agrees to exonerate, indemnify, defend, and hold harmless Towson University from and against all claims, demands, lawsuits, damages, expenses and losses incurred by Contractor’s removal of asbestos-containing materials from Towson University’s building and work site. The Contractor must conduct its operations according to applicable requirements including but not limited to those established by:

1. Occupation Safety and Health Administration (OSHA).
2. Environmental Protection Agency (EPA).
3. Department of Transportation (DOT).
4. State or Local Air Pollution Control Authorities/Agencies.
5. State or Local Solid Waste or Hazardous Waste Authorities/Agencies.
6. State or Local Health Department(s).
7. State or Local Building Code Authorities.
8. Other federal, state or local agencies authorities.

C. The Contractor shall perform appropriate inspections, surveys and file timely notifications to proper authorities prior to starting roof renovation or demolition activities. Inspectors, Project Planners, Project Managers, Contractors and Workers involved in the roof project shall have appropriate training, licenses and registrations. The Contractor shall be responsible for determining and implementing regulatory compliance activities, including but not limited to work practices, engineering controls, personal protection, air monitoring, testing, hazard communication, material handling, record retention, and arranging for waste disposal/handling.

D. All regulated ACRM must be properly disposed and manifested from TU to the off-campus asbestos disposal facility. Towson UniversityTU’s EHS Department will provide the asbestos manifest/Bill of Landing and sign off as the generator. The Contractor must provide EHS with a signed manifest receipt copy documenting the proper ACRM waste disposal.

NOTE: Under no circumstances is waste to be transported off University property without a completed Towson University Non-Hazardous Waste Manifest signed by an EHS Representative.
The packaging, labeling and transportation of waste shall be in accordance with applicable Federal/State/local laws and regulations. The University reserves the right to approve/disapprove of the disposal facility.

3.21 LEAD ROOF FLASHING

A. Lead is regulated under OSHA 29 CFR 1910.1025. No food or drink shall be allowed where these products are handled. Personnel must wash thoroughly after handling the metal before drinking, eating or smoking. Gloves shall be worn when handling lead flashing. Take down the flashing without cutting it and if it is breaking apart, take particular care to collect all the pieces onto plastic sheeting and wrap it in plastic for transporting.

B. Lead is a regulated hazardous waste and should never be disposed of as a domestic waste. All lead roof flashing should be collected for disposal through the EHS as a hazardous waste.

C. When all project lead roof flashing has been removed, contact EHS at (410) 296-7963 for a DOT specification steel drum in which the lead flashing is to be placed for disposal. When full, tightly seal the drum and contact EHS for pickup and disposal. Move the drum to a level area accessible with a drum dolly.

D. The Contractor shall be held liable for any penalties associated with the improper disposal of lead roof flashing.

3.22 CONTRACT DRAWINGS:

A. The following link to the Campus Map, showing the location of the buildings included in this Contract, is provided at https://www.towson.edu/maps/

END OF SECTION
BID/PRICE PROPOSAL FORM

BIDDER'S NAME: ________________________________________________________________

PROJECT TITLE: _______ Roof Maintenance – Campus Wide

PROJECT NUMBER: ____TU-1908-SBR____________________________________________

Failure to properly complete each blank may be cause for rejection of this proposal.

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

### BASE YEAR

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<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
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<td>Helper</td>
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“BASE BID = BASE YEAR PLUS THE FOUR OPTION YEARS INCLUSIVE”

**BASE BID** (______________________________) ($ __________)

**BIDDER’S NAME:** ____________________________________________

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

---

**Firm License Number**

(if applicable)

**Date Issued**

**Place of Issuance**

Minority Business Enterprises:

The undersigned certifies that the Bidder:

_____ IS NOT a Certified Minority Business Enterprise.

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

(Certification Number)
INDIVIDUAL PRINCIPAL

Firm Name: ____________________________________________
Address: ____________________________________________
_____________________________________________________________________________________
Phone/Fax No.: ________________________________________
E-mail Address: ________________________________________
Federal Tax ID or Social Security No.
Witness: ____________________________ Signed: ______________

CO-PARTNERSHIP PRINCIPAL

Address: ____________________________________________
_____________________________________________________________________________________
Phone/Fax No.: ________________________________________
E-mail Address: ________________________________________
Federal Tax ID or Social Security No.

In the Presence of
Witness: ____________________________ By: ____________________________
Witness: ____________________________ By: ____________________________
Witness: ____________________________ By: ____________________________
Witness: ____________________________ By: ____________________________
Partner

CORPORATE PRINCIPAL

Name of Corporation
Address: ____________________________________________
_____________________________________________________________________________________
Phone/Fax No.: ________________________________________
E-mail Address: ________________________________________
Federal Tax ID Number

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

By: ____________________________
Signature of Officer or Authorized Agent
(Affix Corporate Seal)

______________________________
Printed Name

______________________________
Title

Witness: ____________________________
EXHIBIT A-1
ENVIRONMENTAL HEALTH AND SAFETY REQUIREMENTS

The Contractor must contact the TU's Department of Environmental Health and Safety (EHS) (410-704-2949) immediately following any spill of a hazardous material in excess of one (1) quart.

1. Occupational Safety And Health Act (O.S.H.A.)
All materials, supplies, equipment, or services supplied as a result of this Contract shall comply with the applicable US and Maryland Occupational Safety and Health Act standards.

2. Hazard Communication Standard
The Contractor will be responsible for advising all of its employees of their rights under the University's Hazard Communication Program, or more commonly referred to as the Right To Know (RTK) Program. The University will supply the vendor with sufficient copies of its Employee Safety Program (ESP) booklet which outlines this program. Each and every Contractor who physically works on campus shall be required to sign a form acknowledging the receipt of the ESP booklet and their rights/responsibilities pursuant to this program. The University's Department of Environmental Health and Safety is responsible for administering the RTK program and will handle all information regarding this program. Failure to adhere to the requirements of the RTK Program may result in implementation of punitive action such as the cancellation of the contract(s).

Pursuant to the provisions of the RTK Program, the Contractor will be responsible for the following:

a. Submission to the Contract Services Office and EHS of a complete list of all chemicals or chemical products to be used on the University's property. This listing shall include the chemical name, common name, manufacturer's name, quantity and location (building and room number) for each product. This listing shall be given to EHS by no later than two (2) weeks prior to the start of any work under this contract. Changes, additions, or deletions to the complete campus chemical list must be submitted in writing five (5) working days prior to the actual change occurring. All proposed changes must be approved in writing by EHS prior to the actual use of the new product on campus.

b. Submission to the Contract Services Office and EHS of the manufacturer's Material Safety Data Sheet (MSDS) for all chemicals or chemical products to be used or in use at the University. These MSDS must be delivered, no later than two (2) weeks prior to the start of any work under this contract. There must be a MSDS for every product in use or present on the campus unless exempted in writing by EHS. MSDS's for any changes or additions to the complete campus chemical list must be submitted five (5) working days prior to the actual change occurring. All proposed changes must be approved in writing by EHS prior to the actual use of the new product on campus. The University, through EHS, reserves the right to order a change in the use, storage, or method of handling of any chemical/chemical product that it feels poses an unreasonable hazard to the University's community.

c. The Contractor must warrant in writing to Towson University's Contract Administrator that all employees have been trained and will continue to be trained in the proper and safe storage, handling, use and disposal of all chemicals/chemical products in use.

d. The Contractor agrees to obey and follow all local, state, and federal regulations regarding the storage, handling, use and disposal of all chemicals/chemical products. The Contractor agrees to properly dispose of all regulated waste in accordance with all applicable regulations and to make available to EHS all records necessary to support such activity.

3. Asbestos
The Contractor is responsible for training and equipping all personnel concerning work in asbestos environments as applicable. They must be trained as prescribed by COMAR 26.11.21. All new employees must be trained within 30 days after they are hired by the Contractor. An initial report on all employees as to their asbestos training will be presented to the Contract Administrator within the first 90 days of the Contract and updated on a monthly basis. Thereafter, failure to comply with this requirement would place the Contractor in default status.

4. Lead Paint
The Contractor is responsible for training and equipping all personnel concerning work in lead paint containing environments as applicable. Employees must be trained as required within 60 days of contract commencement and all new employees must be trained within 30 days after they are hired by the Contractor. This training will be provided by the Contractor at no additional cost to this contract or the University. An initial report on all employees as to their lead paint training will be presented to the Contract Administrator within the first 90 days of the contract and updated on a monthly basis. Thereafter, failure to comply with this requirement would place the Contractor in default status.

5. Fire Safety
The Contractor agrees to comply with and follow all local, state, federal and University regulations regarding fire safety. It is the Contractor's sole responsibility to become familiar with all of the applicable regulations and policies. Copies of the University's policies and procedures are available from EHS.

The Contractor will be responsible for the following:

a. To provide all of its employees with sufficient training to ensure that they are fully aware of all pertinent regulations and policies in effect regarding fire safety.

b. To ensure that all of its employees are aware of and react to the University's Emergency Procedures including, but not limited to, fire...
drills and evacuations. All employees must be instructed on the proper personnel to call to report an emergency.

c. All portable electrical devices including extension cords should be disconnected at the completion of the work assigned. All electrical equipment must be approved by Underwriters Laboratory and maintained in good working order. Under no circumstances shall damaged electrical equipment be utilized on this campus.

d. After pulling the fire alarm, evacuate the building to a safe location and contact the University Police by dialing extension 42133 immediately. If using a pay phone, dial 911 direct.

e. SMOKING IS NOT ALLOWED IN ANY OF THE BUILDINGS. Any employee of the Contractor, who wishes to smoke during a designated break, must do so outside.

The Contractor is responsible for fully complying with TU Hot Works Permitting Program. A Hot Works Permit is required any time a Contractor is doing any work on campus involving an actual or potential source of ignition (e.g., arc or gas welding, torch cutting, brazing, open flame soldering, grinding, fired space heaters, etc.); or may potentially cause the activation of a building fire alarm system; or may cause building occupants to notify emergency response agencies about the smell of smoke, heat, etc.

Hot Works Permits are issued prior to the start of the work by EHS at 410-704-2949.

The Contractor assumes all responsibility for any work delays associated with noncompliance with the Hot Works Permit Program.

6. Bloodborne Pathogens

The Contractor will be responsible for providing the required training dealing with occupational exposure to bloodborne pathogens. Every employee who has received this training may be required to perform services in areas where they may be at risk of exposure to blood or other potentially infectious materials. Some responsibilities will include collection of domestic trash in areas that generate special medical waste, regular cleaning in these areas and spill response for accidents that occur on campus that involve blood. Employees must be informed on the potential hazards present in these areas and the proper protective measures that can be taken to prevent exposure. EHS is available to provide more information concerning the areas on campus where personnel are at risk of exposure.

7. Confined Space Entry

The Contractor agrees to comply with all local, state and federal regulations pertaining to the entry into confined spaces. The Contractor is responsible for contacting the TU’s Contract Services Manager in the Department of Facilities Management for the location of all campus-confined spaces and for identifying any confined space hazards prior to entry into a confined space. The Contractor is responsible for ensuring his/her workers and Subcontractors are adequately trained in confined space entry procedures in accordance with OSHA Permit Required Confined Spaces for General Industry.

The Contractor will provide the Contract Administrator with a written copy of their Confined Space Entry Plan (CSEP) for review and approval at least 5 working days in advance of the planned entry. Prior to work commencements, the Contractor will also certify in writing that all of his/her workers and Subcontractors have been trained in accordance with OSHA Permit Required Confined Spaces for General Industry. This certification will list all employees working on campus by name and social security number.

If the Contractor's CSEP is approved, the Contractor may utilize his/her CSEP for entering into campus confined spaces. If disapproved, or if the Contractor does not have a written CSEP, the Contractor will comply with the University's CSEP. Until such time as the Contractor provides written certification that all of his/her employees and Subcontractor employees working on campus have been adequately trained in confined space entry procedures, entry in TU confined spaces is strictly forbidden. Questions concerning TU CSEP should be directed to EHS.

The Contractor assumes all responsibility for any work delays associated with noncompliance with confined space regulations.

8. Respiratory Protection

The Contractor agrees to comply with all local, state and federal regulations pertaining to the use of respiratory protection equipment. It is the Contractor’s responsibility to ensure their workers are provided and wearing the appropriate respiratory protection device suitable to the hazard.

The Contractor will provide the Contract Administrator with a written copy of their Respiratory Protection Plan (RPP) for review and approval at least 5 workdays in advance of the planned entry. If approved, the Contractor may utilize his/her RPP while on campus. If disapproved, or if the Contractor does not have a written RPP, the Contractor will comply with the University's RPP. Questions concerning TU RPP should be directed to EHS at 410-704-2949.

The Contractor assumes all responsibility for any work delays associated with noncompliance with respiratory protection regulations.

9. Waste Disposal

The Contractor is responsible for the removal and disposal of all non-hazardous waste products generated from his/her work on campus. All non-hazardous waste materials generated by the Contractor shall be removed from campus (unless otherwise specified) and disposed of in accordance with all applicable federal, state and county laws and regulations. The University reserves the right to require the use of a TU Non-Hazardous Waste Manifest for transport off campus of any University non-hazardous waste. The University also reserves the right to approve or disapprove the facility(ies) the Contractor utilizes for disposal of any University non-hazardous wastes (as necessary). All costs will be borne by the Contractor for the disposal of all hazardous or non-hazardous wastes, unless otherwise specified in the contract.

Under no circumstances is any Contractor's generated hazardous waste to be disposed of on campus. The Contractor is responsible for the removal and proper disposal of all his/her hazardous waste, in accordance with all applicable federal, state and county laws and regulations. Contractor’s generated hazardous waste is waste resulting from their operations/equipment on campus when using Contractor owned/supplied materials/chemicals. Disposal costs for this will be borne solely by the Contractor.

The University routinely performs wastewater monitoring in accordance with its Industrial Wastewater Discharge Permit and routinely screens campus discharges for hazardous wastes. The Contractor will be held liable for any assessed penalties attributable to the improper discharge of hazardous wastes from campus facilities.

Contracts that require Contractors to transport and/or dispose of regulated hazardous materials (i.e., hazardous wastes) owned and/or generated by Towson University will be disposed of by Towson University Environmental Health & Safety utilizing existing University hazardous waste disposal contractors. The Contractor should contact EHS as soon as the hazardous wastes have been identified to coordinate the disposal.
10. The Control of Hazardous Energy Source (Lock Out/Tag Out)
The Contractor agrees to comply with all local, state and federal regulations pertaining to the control of hazardous energy sources. The Contractor is responsible for insuring his/her workers and any Subcontractors are adequately trained in Lockout/Tagout procedures in accordance with OSHA 1910.147, The Control of Hazardous Energy Sources (Lock Out/Tag Out).

The Contractor will provide the Contract Administrator with a written copy of their Lock Out/Tag Out policy (LO/TO) and/or procedures for review and approval at least five (5) working days in advance of the commencement date of the contract. Prior to work commencement, the Contractor will also certify in writing that all of his/her employees and Subcontractors have been trained in accordance with OSHA 1910.147. This certification will list all employees working on campus by name and social security number.

If the Contractor’s LO/TO is approved, the Contractor may utilize their LO/TO for work on hazardous energy sources. If disapproved, or if the Contractor does not have a written LO/TO, the Contractor will comply with TU LO/TO Policy/Procedures. Until such time as the Contractor provides written certification that all his/her employees and Subcontractors working on campus have been adequately trained in LO/TO procedures, work on hazardous energy sources is strictly forbidden. Questions concerning TU LO/TO Policy/Procedures shall be directed to EHS at 410-704-2949.

The Contractor assumes all responsibility for any work delays associated with noncompliance with the control of Hazardous Energy Sources regulations.

11. Wastewater/Sewer Discharge
The University's Wastewater Discharge Permit strictly prohibits the disposal of waste chemicals and corrosives via the sanitary sewer system. NO waste chemicals (i.e., old, unused, excess, etc.), including, but not limited to, organic solvents and/or corrosives (pH less than or equal to 6 and greater than or equal to 10) will be disposed of on campus via the sanitary sewer system without advance written approval of the TU Department of Environmental Health & Safety (EHS). The Contractor shall submit MSDS’s for all waste chemicals they wish to dispose of in the sanitary sewer to EHS five (5) working days in advance for approval.

The University routinely performs wastewater monitoring in accordance with its Industrial Wastewater Discharge Permit and routinely screens campus discharges for waste chemicals and corrosives. The Contractor will be held liable for any assessed penalties attributable to the improper discharge of these materials from campus facilities.

The Contractor is subject to unannounced inspections of the chemicals their employees are using on campus. TU Department of Environmental Health & Safety will conduct these unannounced inspections.

12. Safety Training/Inspections/Meetings
The Contractor is responsible to notify the Contract Administrator five (5) working days in advance of the date, time and location of their monthly safety meeting.

13. Materials
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).

14. Stormwater Pollution Prevention/Prohibition of Illicit Discharges
No person shall cause or contribute discharge directly or indirectly into the Towson University municipal storm drain system or waterways any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water.

Refer to 06-20.00 – University Policy on Stormwater Illicit Discharge Detection and Elimination for additional information.

No person may improperly store, handle, use or apply any pollutant in a manner that will cause its exposure to rainfall, runoff and discharge into the Towson University municipal stormwater drain system or campus waterways.

The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited except as described:

a. The following discharges are exempt from discharge prohibitions:
   - water line flushing or other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising ground water, ground water infiltration to storm drains, uncontaminated pumped ground water, foundation or footing drains (not including active groundwater dewatering systems), crawl space pumps, air conditioning condensation, springs, non-commercial washing of vehicles, natural riparian habitat or wet-land flows, swimming pools (if dechlorinated - typically less than one PPM chlorine), fire-fighting activities, and any other water source not containing pollutants.

b. Any discharges specified in writing by Towson University Environmental Health & Safety as being necessary to protect public health and safety.

c. Dye testing only with required verbal notification to Towson University Environmental Health & Safety ([410) 704-2949 or safety@towson.edu] prior to the time of the test.

d. The following discharges are exempt from discharge prohibitions:
   - water line flushing or other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising ground water, ground water infiltration to storm drains, uncontaminated pumped ground water, foundation or footing drains (not including active groundwater dewatering systems), crawl space pumps, air conditioning condensation, springs, non-commercial washing of vehicles, natural riparian habitat or wet-land flows, swimming pools (if dechlorinated - typically less than one PPM chlorine), fire-fighting activities, and any other water source not containing pollutants.

15. Prohibition of Illicit Connections
The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited. This prohibition expressly includes, without limitation, any illicit connections made in the past. This is regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection. A person is considered to be in violation if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.
16. Notification of Spills or Illicit Discharges
Notwithstanding other requirements by law, as soon as any contractor has information regarding any known or suspected release of materials that result or may result in illegal discharges or pollutants discharging into storm water, the storm drain system, campus waterways said person shall take all necessary steps to ensure the discovery, immediate containment, and cleanup of such release. In the event of a release of hazardous materials or upon observing an illicit environmental discharge immediately contact the Towson University Police Department (TUPD) at (410) 704-4444. In the event of a release of non-hazardous materials, notify Towson University Environmental Health & Safety in person or by phone [(410) 704-2949] or e-mail [safety@towson.edu] no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to Environmental Health & Safety, Towson University, 8000 York Road, Towson, MD 21252 within three business days of the phone notice.

17. Enforcement

a. Enforcement for student violators will follow the TU Office of Student Conduct and Civility Educations Code of Student Conduct.

b. Enforcement for University employees (Faculty and Staff) shall follow the Towson University Policy for discipline or termination Policy No. 07.05.25 – Disciplinary Action for Employees.

c. Enforcement for Visitors (Non-TU Faculty, Staff, Students or Contractors)

d. Individuals or Contractors, depending on the nature and severity of the violation, may be referred to MDE for prosecution for violation of federal and state laws and regulations.

e. Any fines, penalties, environmental monitoring or remediation expenses, etc., resulting from the illicit discharge, will be violator’s responsibility.

f. During normal University business hours (Monday-Friday, 8am-4pm), contact EHS at (410) 704-2949 to report violations.

g. If the violator is still on the scene, they should also immediately contact TUPD at (410) 704-4444.

h. After normal duty hours, weekends and holidays, contact TUPD at (410) 704-4444 to report violations.
EXHIBIT A-2
REQUIRED CONTRACT PROVISIONS
CONSTRUCTION AND MAINTENANCE

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 the federal government.

The Contractor hereby represents and warrants that:

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 men 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 procedures, 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. Default Delay and Time Extension

Termination for Default — Damages for Delay — Time Extensions

(1) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall assure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the State may, by written notice to the Contractor, terminate his right to proceed with the work or the part of the work as to which there has been delay. In this event the State may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and
utilize in completing the work the materials, appliances, and plant as may be on the site of the work and necessary therefor. Whether or not the Contractor’s right to proceed with the work is terminated, he and his sureties shall be liable for any damage to the State resulting from his refusal or failure to complete the work within the specified time.

(2) If fixed and agreed liquidated damages are provided in the contract and if the State so terminates the Contractor’s right to proceed, the resulting damage shall consist of such liquidated damages until a reasonable time as may be required for final completion of the work together with any increased costs occasioned the State in completing the work.

(3) If fixed and agreed liquidated damages are provided in the contract and if the State does not so terminate the Contractor’s right to proceed, the resulting damage shall consist of these liquidated damages until the work is completed or accepted.

(4) The Contractor’s right to proceed may not be so terminated nor the contractor charged with resulting damages if:

(a) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(b) The Contractor, within 10 days from the beginning of any such delay (unless the procurement officer grants a further period of time before the date of final payment under the contract), notifies the procurement officer in writing of the causes of delay. The procurement officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgement, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in the “Disputes” clause of this contract.

(5) If, after notice of termination of the Contractor’s right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to the clause. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be equitably adjusted to compensate for the termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled “Disputes”.

(6) The rights and remedies of the State provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

(7) As used in paragraph (4)(a) of this clause, the term “subcontractors or suppliers” means subcontractors or suppliers at any tier.

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 provided in this contract or 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. Within 30 days after contractor knows or should have known of the basis for a claim relating to this contract, contractor shall file a written notice of claim with the procurement officer.

e. Contemporaneously with, or within 30 days after, the filing of a notice of claim, contractor shall submit the written claim to the procurement officer. If contractor so requests, the procurement officer, on conditions the procurement officer deems satisfactory to the unit, may extend the time in which contractor must submit the claim. An example of when a procurement officer may grant an extension includes situations in which the procurement officer finds that a contemporaneous or timely cost quantification following the filing of the notice of claim is impossible or impractical.

f. The claim shall set forth all the facts surrounding the controversy. Contractor, at the discretion of the procurement officer, may be afforded an opportunity to be heard and to offer evidence in support of the claim.

g. The procurement officer shall mail or deliver written notification of the final decision within:

(1) 90 days after the procurement officer receives the claim if the claim is an amount for which the Appeals Board accelerated procedure, set forth in COMAR 21.10.06.12, may be used;

(2) 180 days after the procurement officer receives the claim for a claim not covered under §G(1) of this regulation; or

(3) A longer period that the procurement officer and contractor agree to in writing.

h. The final decision may award a contract claim only for those expenses incurred not more than 30 days before contractor was initially required to have filed the notice of claim.

i. The procurement officer’s decision is the final action of the University. If the procurement officer fails to render a final decision within the time required, contractor may deem the failure to be a final decision not to pay the claim.

j. If the final decision grants the claim in part and denies the claim in part, the University shall pay contractor the undisputed amount. Payment of the partial claim is not an admission of liability by the University and does not preclude the University from recovering the amount paid if a subsequent determination modifies the final decision.

k. Contractor may file a written appeal with the Maryland State Board of Contract Appeals within 30 days of receipt of notice of the decision.
26. Dissemination of Information
a. During the term of the contract, the Contractor shall not release any information related to the services or performance of the services under the contract nor publish any final reports or documents without the prior written approval of the University.

b. The Contractor shall indemnify and hold harmless the State and the University, its officers, agents and employees, from all liability which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, of any information, data, documents, or materials pertaining in any way to the contract by the Contractor, its agents or employees.

29. 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.

30. 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.

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 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.

32. Incorporation by Reference
The terms of this solicitation and any amendments thereto are made a part of this 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. 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.

35. 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.

36. 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.

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

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

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

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

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

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

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

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

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

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

38. Fire and Extended Coverage Insurance

a. Contractor shall carry, at its own expense, builder’s risk insurance
for the full contract amount, insuring against the perils of fire, lighting,
extended coverage vandalism, and malicious mischief subject only to
the minimum standard deductible currently filed by the Insurance
Service Office with the State of Maryland Insurance Department. The
University will provide no coverage during the construction period.

b. The builder’s risk policy shall contain endorsements reading as follows:

(1) It is the intent of this insurance to cover specifically all the Work
being done under the Contract between the insureds, and as to such
Work this policy shall be primary insurance and shall not contribute or
claim contribution from any other insurance being carried which, by its
terms, would also cover the property covered hereunder in the absence
of this insurance.

(2) Coverage afforded under this policy will not be canceled until at
least fifteen (15) days prior written notice has been given to the
Procurement Officer.

c. Certificates of insurance shall be submitted to the Procurement
Officer for review and approval prior to commencement of work, and
shall be held for the duration of the contract. The University shall have
the absolute right to terminate the contract if the policy of insurance is
canceled at any time for any reason and a new policy is not obtained
by Contractor and approved by the Procurement Officer.

d. The above insurance shall remain in full force and effect until such
time as the University shall fully accept the work covered by this
contract.

39. Liquidated Damages

Time is an essential element of the contract and it is important that the
work be vigorously prosecuted until completion.

For each day that any work shall remain uncompleted beyond the
time(s) specified elsewhere in the contract, the Contractor shall be
liable for liquidated damages in the amount(s) provided for in the
solicitation, provided, however, that due account shall be taken of any
adjustment of specified completion time(s) for completion of work as
granted by approved change orders.

40. Local Conditions Covering Work

The Contractor shall cooperate with those in authority on the premises
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.

41. 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://inside.towson.edu/generalcampus/tupolicies/documents/06-
01.50%20Policy%20on%20the%20Reporting%20of%20Suspected-
20Child%20Abuse%20and%20Neglect.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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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 any time 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.

47. 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 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.

48. Payment Bond
A payment bond is required for all construction contracts in excess of $100,000 in the amount equal to at least 100 percent of the contract price. The payment bond shall be delivered by the contractor to the State not later than the time the contract is executed. If a contractor fails to deliver the required payment bond, the contractor's bid shall be rejected, its bid security shall be enforced, and award of the contract shall be made to the next lowest responsive and responsible bidder.

The required payment bond shall be in the State of Maryland form in effect at the time the contract is executed per COMAR 21.07.02.10B.

49. Performance Bond
A performance bond is required for all construction contracts in excess of $100,000 in the amount equal to at least 100 percent of the contract price. The performance bond shall be delivered by the contractor to the University not later than the time the contract is executed. If a contractor fails to deliver the required performance bond, the contractor's bid shall be rejected, its bid security shall be enforced, and award of the contract may be made to the next lowest responsive and responsible bidder.

The required performance bond shall be in the State of Maryland form in effect at the time the contract is executed per COMAR 21.07.02.10A.

50. 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.

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

52. 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.

53. Prompt Payment of Subcontractors
a. This contract and all subcontracts issued under this contract are subject to the provisions of State Finance and Procurement Article, §15-226, Annotated Code of Maryland. References to "undisputed amount", "prime contractor", "contractor" and "subcontractor" have the meanings stated in Section 6.2 a-d herein have the meanings state in COMAR 21.10.08.01.

b. A contractor shall promptly pay its subcontractors an undisputed amount to which a subcontractor is entitled for work performed under this contract within 10 calendar days after the contractor receives a progress payment or final payment for work under this contract.

c. If a contractor fails to make payment within the period prescribed in b., a subcontractor may request a remedy in accordance with COMAR 21.10.08.

d. A contractor shall include in its subcontracts for work under the contract, wording that incorporates the provisions, duties, and obligations of 6.1 a-d: State Finance and Procurement Article, §15-226, Annotated Code of Maryland; and COMAR 21.10.08.

54. 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.

55. 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.
56. Retainage

a. This section shall apply if the contractor has furnished 100 percent payment security and 100 percent performance security. The contractor and each subcontractor at any tier shall incorporate the mandatory provisions outlined below in paragraphs b. through d. of this section, into each subcontract for work related to this contract.

b. The contractor may not retain from any payment due a subcontractor a percent of the payment greater than the percent for retainage specified in the contract.

c. A subcontractor at any tier may not retain from any payment due a lower tier subcontractor a percent of the payment greater than the percent of payments retained from the subcontractor.

d. A contractor and a subcontractor are not prohibited, by this section from withholding an amount in addition to retainage if the contractor or subcontractor determines that a subcontractor’s performance under the subcontract provides reasonable grounds for withholding an additional amount.

57. 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.

58. 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.

59. Site Investigation

The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered and the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The 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.

60. 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 21 of the Commercial Law Article of the Annotated Code of Maryland, as amended from time to time. This Agreement shall be governed by the common law of Maryland relating to written 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.

61. 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).

62. 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 hereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of the University.

63. 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.

64. 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.

65. 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.

66. 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.
67. 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.

68. Truth-In-Negotiation Certification
The Contractor by submitting cost or price information, including wage rates or other factual unit costs, certifies to the best of its knowledge, information and belief, that:

a. The wage rates and other factual unit costs supporting the firm's compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;

b. If any of the items of compensation were increased due to the furnishing of inaccurate, incomplete or noncurrent wage rates or other units of costs, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The State's right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and

c. If additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or noncurrent wage rates and other factual costs."

69. 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 there to 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.

70. Variations in Estimated Quantities
Where the quantity of a pay item in this contract is an estimated quantity and where the actual quantity of such pay item varies more than twenty-five percent (25%) above or below the estimated quantity stated in this contract, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the procurement officer shall, upon receipt of a written request for an extension of time within ten (10) days from the beginning of the delay, or within a further period of time which may be granted by the procurement officer before the date of final settlement of the contract, ascertain the facts and make the adjustment for extending the completion date as in his judgment the findings justify.
EXHIBIT B
BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I am the (title) _____________________________________________ and the duly authorized
representative of (business) _____________________________________________

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

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

__________________________________________________________________________________

__________________________________________________________________________________

__________________________________________________________________________________

C. AFFIRMATION REGARDING OTHER CONVICTIONS RETAINED

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

(1) Been convicted under state or federal statute of:

   (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

   (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced
   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.

Date: ____________________

By: _______________________

(Print Name of Authorized Representative and Affiant)

(Signature of Authorized Representative and Affiant)

(Title of Authorized Representative and Affiant)
EXHIBIT C
CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT 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 and 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 and 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, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated __________, 20____ and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

DATE: _____________________________

BY: ____________________________________________

(Printed Name and Title of Authorized Representative and Affiant)

__________________________________________

(Signature of Authorized Representative and Affiant)
EXHIBIT D
SAMPLE AGREEMENT

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.

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

__________________________________________________________
Printed Name and Title

TOWSON UNIVERSITY

__________________________________________________________
Witness

__________________________________________________________
Authorized Agent

__________________________________________________________
Printed Name and Title
EXHIBIT E

MINORITY BUSINESS ENTERPRISE (MBE) PARTICIPATION
This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule which must be submitted with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.

2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract’s MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from the various MBE classifications to meet the remainder of the overall MBE participation goal.

3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation (“MDOT”). Only MBEs certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule. A firm whose MBE certification application is pending may not be counted.

4. Please refer to the MDOT MBE Directory at https://mbe.mdot.maryland.gov/directory/ to determine if a firm is certified with the appropriate North American Industry Classification System (“NAICS”) code and the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS codes, please visit https://www.census.gov/eos/www/naics/. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **CAUTION:** If the firm’s NAICS code is in graduated status, such services/products may not be counted for purposes of achieving the MBE participation goals. A NAICS code is in the graduated status if the term “Graduated” follows the code in the MDOT MBE Directory.

5. **Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a Contract, a procurement agency may count the distinct, clearly defined portion of the work of the Contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the overall MBE participation goal, including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the Contract.
In order to receive credit for self-performance, an MBE prime must be certified in the appropriate NAICS code to do the work and must list its firm in the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform.

For the remaining portion of the overall goal and the remaining subgoals, the MBE prime must also identify on the MBE Participation Schedule the other certified MBE subcontractors used to meet those goals or request a waiver.

These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime’s ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.

Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the contract has subgoals, regardless of MBE Prime’s ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to use other MBEs for each of any remaining subgoals or request a waiver. As set forth in Attachment 1-B Waiver Guidance, the MBE Prime’s ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.

In certain instances where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to the Governor’s Office of Small Minority & Women Business Affairs’ website for the MBE Prime Regulations Q&A for illustrative examples.


6. Subject to items 1 through 5 above, when a certified MBE performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the Contract equal to the distinct, clearly-defined portion of the work of the Contract that the certified MBE performs with its own forces toward fulfilling the Contract goal, and not more than one of the Contract subgoals, if any.

7. The work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.
8. **Materials and Supplies: New Guidelines Regarding MBE Participation.**

- **Regular Dealer** (generally identified as a wholesaler or supplier in the MDOT Directory): Up to 60% of the costs of materials and supplies provided by a certified MBE may be counted towards the MBE participation goal(s) if such MBE is a Regular Dealer of such materials and supplies. Regular Dealer is defined as a firm that owns, operates, or maintains a store, a warehouse, or any other establishment in which the materials, supplies, articles, or equipment are of the general character described by the specifications required under the contract and are bought, kept in stock, or regularly sold or leased to the public in the usual course of business; and does not include a packager, a broker, a manufacturer’s representative, or any other person that arranges or expedites transactions.

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

  **Overall contract value:** $2,000,000  
  **Total value of supplies:** $100,000

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

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

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

- **Manufacturer**: A certified MBE firm’s participation may be counted in full if the MBE is certified in the appropriate NAICS code(s) to provide products and services as a manufacturer.

- **Broker**: With respect to materials or supplies purchased from a certified MBE that is neither a manufacturer nor a regular dealer, a unit may apply the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees, or transportation charges for the delivery of materials and supplies required on a procurement toward the MBE contract goals, provided a unit determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. A unit may not apply any portion of the costs of the materials and supplies toward MBE goals.

- **Furnish and Install and other Services**: The participation of a certified MBE supplier, wholesaler, and/or regular dealer certified in the proper NAICS code(s) to furnish and install materials necessary for successful contract completion may be counted in full. Includes the participation of other MBE service providers in the proper NAICS code(s) may be counted in full.

9. **Dually certified firms.** An MBE that is certified in more than one subgroup category may only be counted toward goal fulfillment of ONE of those categories with regard to a particular contract.

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

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

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

Subgoals (if applicable)

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

Overall Goal

Total MBE Participation (include all categories): 5__%
PART 2 - MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule must be completed and included with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and the Schedule in Part 3 with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

In connection with the bid/proposal submitted in response to Solicitation No. TU-1908-SBR, I affirm the following:

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

☐ I acknowledge and intend to meet IN FULL both the overall certified Minority Business Enterprise (MBE) participation goal of ___5___ percent

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

**OR**

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

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

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

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

Information Provided to MBE firms

In the solicitation of subcontract quotations or offers, MBE firms were provided not less than the same information and amount of time to respond as were non-MBE firms.
PART 3 - MBE PARTICIPATION SCHEDULE

Set forth below are the (i) certified MBEs I intend to use, (ii) the percentage of the total Contract value allocated to each MBE for this project and, (iii) the items of work each MBE will provide under the Contract. I have confirmed with the MDOT database that the MBE firms identified below (including any self-performing MBE prime firms) are performing work activities for which they are MDOT-certified.

<table>
<thead>
<tr>
<th>Prime Contractor</th>
<th>Project Description</th>
<th>Project/Contract Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>MBE Prime Firm</th>
<th>Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): ______%</th>
<th>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:___________</td>
<td>Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): ______%</td>
<td></td>
</tr>
<tr>
<td>MBE Certification Number: ___________</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(If dually certified, check only one box.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ African American-Owned</td>
<td>□ Supplier, wholesaler and/or regular dealer (count 60%)</td>
<td></td>
</tr>
<tr>
<td>□ Hispanic American-Owned</td>
<td>□ Manufacturer (count 100%)</td>
<td></td>
</tr>
<tr>
<td>□ Asian American-Owned</td>
<td>□ Broker (count reasonable fee/commission only)</td>
<td></td>
</tr>
<tr>
<td>□ Women-Owned</td>
<td>□ Furnish and Install and other Services (count 100%)</td>
<td></td>
</tr>
<tr>
<td>□ Other MBE Classification</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NAICS code: _______________________________</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work your firm is self-performing to calculate amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.

A. Percentage amount of subcontract where the MBE Prime firm is being used for manufacturer, furnish and install, and/or services (excluding products / services from suppliers, wholesalers, regular dealers and brokers) ______%  

B. Percentage amount for items of work where the MBE Prime firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products ______% x 60% = ______%  

C. Percentage amount of fee where the MBE Prime firm is being used as broker (count reasonable fee/commission only) ______%  

Description of the Work to be performed with MBE prime’s own forces: _______________________________  

____________________  

_______________________________
**SECTION B: For all Contractors (including MBE Primes and MBE Primes in a Joint Venture)**

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

<table>
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<td>Name:______________________________________</td>
<td>☐ Supplier, wholesaler and/or regular dealer (count 60%)</td>
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<td>MBE Certification Number: _____________________</td>
<td>☐ Manufacturer (count 100%)</td>
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<td>(If dually certified, check only one box.)</td>
<td>☐ Broker (count reasonable fee/commission only)</td>
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<td>☐ African American-Owned</td>
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<td></td>
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</tr>
<tr>
<td>☐ Women-Owned</td>
<td>A. Percentage amount of subcontract where the MBE Firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers) ______ %</td>
</tr>
<tr>
<td>☐ Other MBE Classification</td>
<td>B. Percentage amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule)).</td>
</tr>
<tr>
<td>NAICS code: _______________________________</td>
<td>Total percentage of Supplies/Products ______ % \times 60% = ______ %</td>
</tr>
<tr>
<td>Description of the Work to be Performed:</td>
<td>C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only) ______ %</td>
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<tr>
<td></td>
<td>Description of the Work to be Performed:</td>
</tr>
</tbody>
</table>
# MBE Utilization and Fair Solicitation Affidavit

**MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule**

Version 05/15/18

**MBE Firm**

Name: ________________________________

MBE Certification Number: __________________

(If dually certified, check only one box.)

- [ ] African American-Owned
- [ ] Hispanic American-Owned
- [ ] Asian American-Owned
- [ ] Women-Owned
- [ ] Other MBE Classification

NAICS code: ________________________________

Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.

- [ ] Supplier, wholesaler and/or regular dealer (count 60%)
- [ ] Manufacturer (count 100%)
- [ ] Broker (count reasonable fee/commission only)
- [ ] Furnish and Install and other Services (count 100%)

Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.

**A. Percentage amount of subcontract where the MBE firm is being used for manufacturer, furnish and install, and/or services** (excluding products/services from suppliers, wholesalers, regular dealers and brokers) ______%

**B. Percentage amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer** (60% Rule). Total percentage of Supplies/Products ______% \* 60% = ______%

**C. Percentage amount of fee where the MBE firm is being used as broker** (count reasonable fee/commission only) ______%

Description of the Work to be Performed:

_________________________________________________________

_________________________________________________________

_________________________________________________________

CONTINUE ON SEPARATE PAGE IF NEEDED
PART 4 – SIGNATURE PAGE
To complete Affidavit committing to MBE(s) or requesting waiver, bidder/offeror must sign below

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

Bidder/Offeror Name  Signature of Authorized Representative
(PLEASE PRINT OR TYPE)

Address  Printed Name and Title

City, State and Zip Code  Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL
MBE ATTACHMENT 1B
WAIVER GUIDANCE

GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE) participation goal (including any MBE subgoals) on a contract, the bidder/offeror must either (1) meet the MBE Goal(s) and document its commitments for participation of MBE Firms, or (2) when it does not meet the MBE Goal(s), document its Good Faith Efforts to meet the goal(s).

I. Definitions

MBE Goal(s) – “MBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s).

Good Faith Efforts – The “Good Faith Efforts” requirement means that when requesting a waiver, the bidder/offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE participation, even if those steps were not fully successful. Whether a bidder/offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the bidder/offeror has made. The efforts employed by the bidder/offeror should be those that one could reasonably expect a bidder/offeror to take if the bidder/offeror were actively and aggressively trying to obtain MBE participation sufficient to meet the MBE contract goal and subgoals. Mere pro forma efforts are not good faith efforts to meet the MBE contract requirements. The determination concerning the sufficiency of the bidder's/offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

Identified Firms – “Identified Firms” means a list of the MBEs identified by the procuring agency during the goal setting process and listed in the procurement as available to perform the Identified Items of Work. It also may include additional MBEs identified by the bidder/offeror as available to perform the Identified Items of Work, such as MBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms, this term refers to all of the MBE Firms (if State-funded) the bidder/offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

Identified Items of Work – “Identified Items of Work” means the bid items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE Firms. It also may include additional portions of items of work the bidder/offeror identified for performance by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the bidder/offeror identified as possible items of work for performance by MBE Firms and should include all reasonably identifiable work opportunities.

MBE Firms – “MBE Firms” refers to a firm certified by the Maryland Department of Transportation (“MDOT”) under COMAR 21.11.03. Only MDOT-certified MBE Firms can participate in the State's MBE Program.

II. Types of Actions Agency Will Consider

The bidder/offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the bidder's/offeror's Good Faith Efforts when the bidder/offeror fails to meet the MBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
A. Identify Bid Items as Work for MBE Firms

1. Identified Items of Work in Procurements

   (a) Certain procurements will include a list of bid items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the bidder/offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.

   (b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

2. Identified Items of Work by Bidders/Offerors

   (a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, bidders/offerors should reasonably identify sufficient items of work to be performed by MBE Firms.

   (b) Where appropriate, bidders/offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder/offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms to Solicit

1. MBE Firms Identified in Procurements

   (a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the bidder/offeror shall make all reasonable efforts to solicit those MBE firms.

   (b) Bidders/offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE Firms Identified by Bidders/Offerors

   (a) When the procurement does not include a list of Identified MBE Firms, bidders/offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.

   (b) Any MBE Firms identified as available by the bidder/offeror should be certified to perform the Identified Items of Work.

C. Solicit MBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The bidder/offeror should:

   (a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE Firms to respond;

   (b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; and

   (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the bidder/offeror provides written solicitations.
3. “Electronic Means” includes, for example, information provided via a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the bidder/offeror must make the information available in a manner that is accessible to the interested MBE.

4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:

   (a) by telephone using the contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; or

   (b) in writing via a method that differs from the method used for the initial written solicitation.

5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:

   (a) attending any pre-bid meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and

   (b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors’ groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

D. Negotiate With Interested MBE Firms

Bidders/Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:

   (a) the names, addresses, and telephone numbers of MBE Firms that were considered;

   (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and

   (c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.

2. A bidder/offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm’s price and capabilities as well as contract goals into consideration.

3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for a bidder's/offeror’s failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE Firm’s quote is excessive or unreasonable include, without limitation, the following:

   (a) the dollar difference between the MBE subcontractor’s quote and the average of the other subcontractors’ quotes received by the bidder/offeror;

   (b) the percentage difference between the MBE subcontractor’s quote and the average of the other subcontractors’ quotes received by the bidder/offeror;

   (c) the percentage that the MBE subcontractor’s quote represents of the overall contract amount;

   (d) the number of MBE firms that the bidder/offeror solicited for that portion of the work;

   (e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
(f) the number of quotes received by the bidder/offeror for that portion of the work.

4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.

5. The bidder/offeror may not use its price for self-performing work as a basis for rejecting a MBE Firm’s quote as excessive or unreasonable.

6. The “average of the other subcontractors’ quotes received” by the bidder/offeror refers to the average of the quotes received from all subcontractors. Bidder/offeror should attempt to receive quotes from at least three subcontractors, including one quote from a MBE and one quote from a Non-MBE.

7. A bidder/offeror shall not reject a MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm’s capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the bidder/offeror concludes is not acceptable, the bidder/offeror must provide a written detailed statement listing the reasons for this conclusion. The bidder/offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

(a) The factors to take into consideration when assessing the capabilities of a MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

(b) The MBE Firm’s standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

E. Assisting Interested MBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the bidder/offeror:

1. made reasonable efforts to assist interested MBE Firms in obtaining the bonding, lines of credit, or insurance required by the procuring agency or the bidder/offeror; and

2. made reasonable efforts to assist interested MBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE Firms in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and Non-MBE costs of participation, and their impact on the overall cost of the contract to the University and any other relevant factors.

The decision-maker may take into account whether a bidder/offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other bidders/offerors in meeting the contract. For example, when the apparent successful bidder/offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful bidder/offeror could have met the goal. If the apparent successful bidder/offeror fails to meet the goal, but meets or exceeds the average MBE participation obtained by other bidders/offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful bidder/offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, a bidder/offeror seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:
A. Items of Work (Complete Good Faith Efforts Documentation Attachment 1-C, Part 1)

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE Firms in order to increase the likelihood of achieving the stated MBE Goal(s).

B. Outreach/Solicitation/Negotiation

1. The record of the bidder’s/offor’s compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). (Complete Outreach Efforts Compliance Statement – Attachment 2).

2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:

   (a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) (Complete Good Faith Efforts Attachment 1-C- Part 2, and submit letters, fax cover sheets, emails, etc. documenting solicitations); and

   (b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

C. Rejected MBE Firms (Complete Good Faith Efforts Attachment 1-C, Part 3)

1. For each MBE Firm that the bidder/offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the bidder's/offor's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

2. For each certified MBE Firm that the bidder/offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the bidder's/offor's conclusion, including the quotes received from all MBE and Non-MBE firms bidding on the same or comparable work. (Include copies of all quotes received.)

3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by a MBE Unavailability Certificate (see Exhibit A to this Part 1) signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the bidder’s/offor’s Good Faith Efforts.

2. Submit any other documentation the bidder/offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.
Exhibit A

MBE Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of ________________________________
   (name of minority firm)

   Located at ____________________________________________________________
   (Number)  (Street)

   ________________________________________________________________  (City)
   ________________________________________________________________  (State)  (Zip)

   Was offered an opportunity to bid on Solicitation No. ________________________________

   In County by ____________________________________________________________
   (Name of Prime Contractor’s Firm)

******************************************************************************

2. __________________________________ (Minority Firm) is either unavailable for the work/ service or unable to
   Bid for this project for the following reason(s)?
   __________________________________
   __________________________________
   __________________________________
   __________________________________

   Signature of Minority Firm’s MBE Representative  Title  Date
   ________________________________  ________________________________  __________

   MDOT Certification #  Telephone #
   ________________________________  ________________________________

******************************************************************************

3. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.

   To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable
   for the work/service for this project, is unable to prepare a bid, or did not respond to a request for a price
   proposal and has not completed the above portion of this submittal.

   Signature of Prime Contractor  Title  Date
   ________________________________  ________________________________  __________
MBE ATTACHMENT 1C
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PAGE ___ OF ___

<table>
<thead>
<tr>
<th>Prime Contractor</th>
<th>Project Description</th>
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**PARTS 1, 2, AND 3 MUST BE INCLUDED WITH THIS CERTIFICATE ALONG WITH ALL DOCUMENTS SUPPORTING YOUR WAIVER REQUEST.**

I affirm that I have reviewed Attachment 1B, Waiver Guidance. I further affirm under penalties of perjury that the contents of Parts 1, 2, and 3 of this Attachment 1C Good Faith Efforts Documentation Form are true to the best of my knowledge, information, and belief.

_______________________________  ________________________________
Company Name  Signature of Representative

_______________________________  ________________________________
Address  Printed Name and Title

_______________________________  ________________________________
City, State and Zip Code  Date
GOOD FAITH EFFORTS DOCUMENTATION
TO SUPPORT WAIVER REQUEST

PART 1 – IDENTIFIED ITEMS OF WORK BIDDER/OFFEROR MADE AVAILABLE TO
MBE FIRMS

Page ___ of ___

<table>
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Identify those items of work that the bidder/offeror made available to MBE Firms. This includes, where appropriate, those items the bidder/offeror identified and determined to subdivide into economically feasible units to facilitate the MBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the bidder’s/offeror’s responsibility to demonstrate that sufficient work to meet the goal was made available to MBE Firms, and the total percentage of the items of work identified for MBE participation equals or exceeds the percentage MBE goal set for the procurement. Note: If the procurement includes a list of bid items identified during the goal setting process as possible items of work for performance by MBE Firms, the bidder/offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the bidder/offeror selects additional items of work to make available to MBE Firms, those additional items should also be included below.

<table>
<thead>
<tr>
<th>Identified Items of Work</th>
<th>Was this work listed in the procurement?</th>
<th>Does bidder/offeror normally self-perform this work?</th>
<th>Was this work made available to MBE Firms? If no, explain why?</th>
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<tr>
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<td>□ Yes □ No □ Yes □ No □ Yes □ No</td>
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Please check if Additional Sheets are attached.
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PART 2 – IDENTIFIED MBE FIRMS AND RECORD OF SOLICITATIONS

PAGE ___ OF ___

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</tbody>
</table>

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the bidder/offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the bidder/offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (see Exhibit A to MBE Attachment 1-B). If the bidder/offeror used a Non-MBE or is self-performing the identified items of work, Part 4 must be completed.

<table>
<thead>
<tr>
<th>Name of Identified MBE Firm &amp; MBE Classification</th>
<th>Describe Item of Work Solicited</th>
<th>Initial Solicitation Date &amp; Method</th>
<th>Follow-up Solicitation Date &amp; Method</th>
<th>Details for Follow-up Calls</th>
<th>Quote Rec’d</th>
<th>Quote Used</th>
<th>Reason Quote Rejected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Name:</td>
<td></td>
<td>Date: _______</td>
<td>Date: _______</td>
<td>Time of Call: ____</td>
<td>□ Yes</td>
<td>□ No</td>
<td>□ Used Other MBE</td>
</tr>
<tr>
<td>MBE Classification</td>
<td></td>
<td>□ Mail</td>
<td>□ Phone</td>
<td>Spoke With: _______________</td>
<td>□ Yes</td>
<td>□ No</td>
<td>□ Used Non-MBE</td>
</tr>
<tr>
<td></td>
<td></td>
<td>□ Facsimile</td>
<td>□ Mail</td>
<td></td>
<td>□ Yes</td>
<td>□ No</td>
<td>□ Self-performing</td>
</tr>
<tr>
<td></td>
<td></td>
<td>□ Email</td>
<td>□ Facsimile</td>
<td></td>
<td>□ Yes</td>
<td>□ No</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>□ Email</td>
<td></td>
<td>□ Yes</td>
<td>□ No</td>
<td></td>
</tr>
</tbody>
</table>

| Firm Name:                                      |                                 | Date: _______                     | Date: _______                       | Time of Call: ____          | □ Yes      | □ No       | □ Used Other MBE     |
| MBE Classification                               |                                 | □ Mail                            | □ Phone                             | Spoke With: _______________ | □ Yes      | □ No       | □ Used Non-MBE       |
|                                                |                                 | □ Facsimile                       | □ Mail                             |                             | □ Yes      | □ No       | □ Self-performing    |
|                                                |                                 | □ Email                           | □ Facsimile                        |                             | □ Yes      | □ No       |                      |
|                                                |                                 |                                   | □ Email                            |                             | □ Yes      | □ No       |                      |

☐ Please check if Additional Sheets are attached.
GOOD FAITH EFFORTS DOCUMENTATION
TO SUPPORT WAIVER REQUEST

PART 3 – ADDITIONAL INFORMATION REGARDING REJECTED MBE QUOTES

PAGE ___ OF ___

<table>
<thead>
<tr>
<th>Prime Contractor</th>
<th>Project Description</th>
<th>Solicitation Number</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

This form must be completed if Part 1 indicates that a MBE quote was rejected because the bidder/offoror is using a Non-MBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE, and if applicable, state the name of the Non-MBE. Also include the names of all MBE and Non-MBE Firms that provided a quote and the amount of each quote.

<table>
<thead>
<tr>
<th>Describe Identified Items of Work Not Being Performed by MBE (include spec/section number from bid)</th>
<th>Self-performing or Using Non-MBE (Provide name)</th>
<th>Amount of Non-MBE Quote</th>
<th>Name of Other Firms who Provided Quotes &amp; Whether MBE or Non-MBE</th>
<th>Amount Quoted</th>
<th>Indicate Reason Why MBE Quote Rejected &amp; Briefly Explain</th>
</tr>
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<tbody>
<tr>
<td>□ Self-performing</td>
<td></td>
<td>$________</td>
<td></td>
<td></td>
<td>□ Price</td>
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<tr>
<td>□ Using Non-MBE</td>
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<td>□ Capabilities</td>
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<td>□ Capabilities</td>
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<td>□ Non-MBE</td>
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<td>□ Other</td>
</tr>
</tbody>
</table>

□ Please check if Additional Sheets are attached.
MBE Attachment 2
OUTREACH EFFORTS COMPLIANCE STATEMENT

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

In conjunction with the bid/proposal submitted in response to Solicitation No.___________, I state the following:

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

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

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

4. Please Check One:
   □ This project does not involve bonding requirements.
   □ Bidder/Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements.
   (DESCRIBE EFFORTS): __________________________________________________________
   ____________________________________________________________________________

5. Please Check One:
   □ Bidder/Offeror did attend the pre-bid/pre-proposal conference.
   □ No pre-bid/pre-proposal meeting/conference was held.
   □ Bidder/Offeror did not attend the pre-bid/pre-proposal conference.

_________________________________________  ______________________________________
Company Name                                                        Signature of Representative

_________________________________________  ______________________________________
Address                                                             Printed Name and Title

_________________________________________  ______________________________________
City, State and Zip Code                                              Date
MBE Attachment 3A
MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION

PLEASE COMPLETE AND SUBMIT ONE FORM FOR EACH CERTIFIED MBE FIRM LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT 1A) WITHIN 10 WORKING DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

Provided that __________________________ (Prime Contractor’s Name) is awarded the contract in conjunction with Solicitation No. ____________, such Prime Contractor intends to enter into a subcontract with _______________ (Subcontractor’s Name) committing to participation by the MBE firm __________________________ (MBE Name) with MDOT Certification Number ____________ which will receive at least $____________ which equals to ____% of the Total Contract Amount for performing the following products/services for the Contract:

<table>
<thead>
<tr>
<th>NAICS CODE</th>
<th>WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)</th>
<th>DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES</th>
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Each of the Contractor and Subcontractor acknowledges that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. Each of the Contractor and Subcontractor solemnly affirms under the penalties of perjury that: (i) the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of its knowledge, information and belief, and (ii) has fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

1. fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified Minority Business Enterprise in its Bid/Proposal;
2. fail to notify the certified Minority Business Enterprise before execution of the Contract of its inclusion of the Bid/Proposal;
3. fail to use the certified Minority Business Enterprise in the performance of the Contract; or
4. pay the certified Minority Business Enterprise solely for the use of its name in the Bid/Proposal.

<table>
<thead>
<tr>
<th>PRIME CONTRACTOR</th>
<th>SUBCONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Representative:</td>
<td>Signature of Representative:</td>
</tr>
<tr>
<td>Printed Name and Title:</td>
<td>Printed Name and Title:</td>
</tr>
<tr>
<td>Firm’s Name:</td>
<td>Firm’s Name:</td>
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<tr>
<td>Federal Identification Number:</td>
<td>Federal Identification Number:</td>
</tr>
<tr>
<td>Address:</td>
<td>Address:</td>
</tr>
<tr>
<td>Telephone: _______________ Date: _______________</td>
<td>Telephone: _______________ Date: _______________</td>
</tr>
</tbody>
</table>

TOWSON UNIVERSITY
MBE Attachment 3B
MBE PRIME PROJECT PARTICIPATION CERTIFICATION

PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE FIRM HAS LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT __-1A) FOR PURPOSES OF MEETING THE MBE PARTICIPATION GOALS. THIS FORM MUST BE SUBMITTED WITHIN 10 WORKING DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

Provided that _________________________________________________ (Prime Contractor’s Name) with Certification Number __________ is awarded the contract in conjunction with Solicitation No. ________________, such MBE Prime Contractor intends to perform with its own forces at least $___________ which equals to___% of the Total Contract Amount for performing the following products/services for the Contract:

<table>
<thead>
<tr>
<th>NAICS CODE</th>
<th>WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE), FOR CONSTRUCTION PROJECTS, GENERAL CONDITIONS MUST BE LISTED SEPARATELY.</th>
<th>DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES</th>
<th>VALUE OF THE WORK</th>
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</tr>
</tbody>
</table>

MBE PRIME CONTRACTOR

Signature of Representative: ____________________________

Printed Name and Title: ____________________________

Firm’s Name: ____________________________

Federal Identification Number: ____________________________

Address: ____________________________

Telephone: ____________________________ Date: ____________________________
MBE Attachment 4A

Minority Business Enterprise Participation
Prime Contractor Paid/Unpaid MBE Invoice Report

| Report #: ____________________________ | Contract #: ____________________________ |
| Reporting Period (Month/Year): ________ | Contracting Unit: ________________________ |
| **Prime Contractor**: Report is due to the MBE Liaison, by the 10th of the month following the month the services were provided. |
| **Note**: Please number reports in sequence |
| MBE Subcontract Amt: ____________________ | Project Begin Date: ________________________ |
| MBE Subcontract Amt: ____________________ | Project End Date: ________________________ |
| Contract Amount: ________________________ | Services Provided: ________________________ |

Prime Contractor: ____________________________
Contact Person: ____________________________
Address: ____________________________
City: ____________________________
State: ____________________________
ZIP: ____________________________
Phone: ____________________________
Fax: ____________________________
E-mail: ____________________________

MBE Subcontractor Name: ____________________________
Contact Person: ____________________________
Phone: ____________________________
Fax: ____________________________

Subcontractor Services Provided: ____________________________

| List all payments made to MBE subcontractor named above during this reporting period: | List dates and amounts of any outstanding invoices: |
| Invoice # | Amount | Invoice # | Amount |
| 1. | $ | 1. | $ |
| 2. | $ | 2. | $ |
| 3. | $ | 3. | $ |
| 4. | $ | 4. | $ |
| Total Dollars Paid: $ | Total Dollars Paid: $ |

- If more than one MBE subcontractor is used for this contract, you must use separate 4A forms for each subcontractor.
- Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in Attachment 4B
- **Return one copy (hard or electronic) of this form to the following address (electronic copy with signature and date is preferred):**
  Victoria Nellis
  Towson University
  Procurement Department
  8000 York Road
  Towson, MD 21252
  MBE@towson.edu
  Ph: 410-704-2697
  Fax: 410-704-8233

Prime Contractor Signature: ____________________________
(Required) Date: ____________________________
MBE Prime Contractor: __________________________
Certification Number: __________________________
Report #: __________________________
Reporting Period (Month/Year): ________________

MBE Prime Contractor: Report is due to the MBE Liaison, by the 10th of the month following the month the services were provided.

Note: Please number reports in sequence

<table>
<thead>
<tr>
<th>Contact Person:</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person:</td>
<td>Address:</td>
</tr>
<tr>
<td>City:</td>
<td>State:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Value of the Work</th>
<th>NAICS Code</th>
<th>Description of the Work</th>
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</thead>
<tbody>
<tr>
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</tbody>
</table>

Return one copy (hard or electronic) of this form to the following address (electronic copy with signature and date is preferred):
Victoria Nellis
Towson University
Procurement Department
8000 York Road
Towson, MD 21252

Phone: 410-704-2697
Fax: 410-704-8233

MBE@towson.edu

Signature: __________________________
Date: __________________________

(Required)
This form must be completed monthly by all MBE subcontractors

**MBE Attachment 5**

Minority Business Enterprise Participation
**Subcontractor Paid/Unpaid MBE Invoice Report**

Report #: ______________

Reporting Period (Month/Year): ______________

Report is due by the 10th of the month following the month the services were provided.

<table>
<thead>
<tr>
<th>Invoice Amt.</th>
<th>Date</th>
<th>Invoice Amt.</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. $</td>
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<td>1. $</td>
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<td>2. $</td>
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<td>3. $</td>
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<tr>
<td>4. $</td>
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<td>4. $</td>
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</tr>
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</table>

Total Dollars Paid: $

List dates and amounts of any unpaid invoices over 30 days old:

<table>
<thead>
<tr>
<th>Invoice Amt.</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. $</td>
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<td>2. $</td>
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<td>3. $</td>
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<tr>
<td>4. $</td>
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</tr>
</tbody>
</table>

Total Dollars Paid: $

Prime Contractor: ____________________________

Contact Person: ____________________________

Signature: ____________________________

(Required)  

Date: ________________

Victoria Nellis  
Towson University Procurement Dept.  
MBE@towson.edu  
Phone: 410-704-2697  
Fax: 410-704-8233
COMPANY PROFILE

COMPANY NAME: ____________________________________________________________

DATE OF INCORPORATION: ___________ STATE OF INCORPORATION: ________________

TYPE OF WORK PERFORMED: ___________________________________________________

_________________________________________________________________________

NUMBER OF YEARS IN BUSINESS: _____________________________________________

OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:

_________________________________________________________________________

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

_________________________________________________________________________

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

_________________________________________________________________________

_________________________________________________________________________

BRIEF HISTORY OF COMPANY: _______________________________________________

_________________________________________________________________________

_________________________________________________________________________

TOTAL NUMBER OF EMPLOYEES: __________________________

NUMBER OF FIELD EMPLOYEES (Excluding Supervisory): _________________________

NUMBER OF FIELD SUPERVISORY PERSONNEL: _______________________________

NUMBER OF OFFICE PERSONNEL (Excluding Supervisory): ________________________

NUMBER OF OFFICE SUPERVISORY PERSONNEL: _______________________________

BONDING CO.: ________________ BONDING CAPACITY: ________________
**EXHIBIT G**  
**FIRM EXPERIENCE**

_Duplicate as necessary to provide all required experience._

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<tr>
<th>PROPOSER:</th>
<th>CLIENT/CUSTOMER:</th>
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<tr>
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<th>SIMILARITIES BETWEEN THIS PROJECT AND TU PROJECT:</th>
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Exhibit G – 3/17/03
EXHIBIT I
PERFORMANCE BOND

Principal

Surety

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

Business Address of Principal

Obligee

STATE OF MARYLAND
By and through the following Administration
TOWSON UNIVERSITY

Penal Sum of Bond (express in words and figures)

Description of Contract

Date of Contract ________________, 20__

Date Bond Executed ________________, 20__

Contract Number

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and

2. Principal and Surety shall comply with the terms and conditions contained in this Performance Bond.

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

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of
the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation’s name to be set forth below, a duly authorized representative of the corporation to affix below the corporation’s seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of:
Witness

_________________________ as to __________________________ (SEAL)

In Presence of:
Witness

_________________________ as to __________________________ (SEAL)

_________________________ as to __________________________ (SEAL)

_________________________ as to __________________________ (SEAL)

_________________________ as to __________________________ (SEAL)

In Presence of:
Co-Partnership Principal

_________________________ (SEAL)

Name of Co-Partnership

_________________________ as to __________________________ (SEAL)

_________________________ as to __________________________ (SEAL)

_________________________ as to __________________________ (SEAL)

Corporate Principal

Name of Corporation

____________________________________________________

Attest:

_________________________ By: __________________________ (SEAL)

Corporate Secretary

President with Title

____________________________________________________

Surety

By: __________________________ (SEAL)

AFFIX CORPORATE SEAL

Attest:

_________________________ Title: __________________________

Signature

Bonding Agent’s Name: __________________________

Business Address of Surety

Agent’s Address: __________________________

____________________________________________________

Approved as to legal form and sufficiency this ___ day of ________, 20___

____________________________________________________

Director of Procurement
EXHIBIT K
ADDENDA ACKNOWLEDGMENT

NAME OF BIDDER: __________________________________________________

SOLICITATION NUMBER: ____________________________________________

PROJECT TITLE: _____________________________________________________

DUE DATE: _________________________________________________________

ACKNOWLEDGMENT

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

- Addendum #1, issue date ______________________________
- Addendum #2, issue date ______________________________
- Addendum #3, issue date ______________________________
- Addendum #4, issue date ______________________________
- Addendum #5, issue date ______________________________
- Addendum #6, issue date ______________________________
- Addendum #7, issue date ______________________________
- Addendum #8, issue date ______________________________
- Addendum #9, issue date ______________________________
- Addendum #10, issue date ______________________________

________________________________
Signature

________________________________
Printed Name

________________________________
Title

________________________________
Company

________________________________
Date

Exhibit K-2/20/13
EXHIBIT L
KEY PERSONNEL FORM

SOLICITATION/CONTRACT TITLE: ________________________________

SOLICITATION/CONTRACT NUMBER: ________________________________

1. BIDDER/OFFEROR NAME: __________________________________________

2. KEY PERSONNEL NAME: __________________________________________

3. POSITION TO BE ASSIGNED: Check applicable
   - Project Manager
   - Field Superintendent
   - Other. Title ________________________________

4. EDUCATIONAL BACKGROUND:

   Institution                             Degree/Diploma/ Certification Major (if any) Date of Degree
   ________________________________________ ___________________________ __________________________
   ________________________________________ ___________________________ __________________________
   ________________________________________ ___________________________ __________________________

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

   5.1 CURRENT EMPLOYER: __________________________________________
      DATES OF EMPLOYMENT: ________________________________________
      POSITION(S) HELD DURATION BY DATE
      __________________________________________
      __________________________________________
      __________________________________________

   5.2 PRIOR EMPLOYER: __________________________________________
      DATES OF EMPLOYMENT: ________________________________________
      POSITION(S) HELD DURATION BY DATE
      __________________________________________
      __________________________________________

NOTE: If space provided is insufficient, attach additional page(s) and indicate “See attached.”
CONTRACT NAME

CONTRACT NUMBER

EXHIBIT L - KEY PERSONNEL FORM

5.3 PRIOR EMPLOYER: ____________________________________________

DATES OF EMPLOYMENT: _________________________________________

POSITION(S) HELD DURATION BY DATE

____________________________________ ____________________________

____________________________________ ____________________________

6. PROJECT REFERENCES. Furnish reference data for project owners/clients for specific projects to which key personnel were assigned. References from projects listed on Attachment A are preferred.

6.1 CONTACT PERSON: ______________________________ TELEPHONE #: ______________

COMPANY NAME: ________________________________________________

EMAIL ADDRESS: ________________________________________________

DESCRIPTION OF CONTRACT/PROJECT: ______________________________

6.2 CONTACT PERSON: ______________________________ TELEPHONE #: ______________

COMPANY NAME: ________________________________________________

EMAIL ADDRESS: ________________________________________________

DESCRIPTION OF CONTRACT/PROJECT: ______________________________

6.3 CONTACT PERSON: ______________________________ TELEPHONE #: ______________

COMPANY NAME: ________________________________________________

EMAIL ADDRESS: ________________________________________________

DESCRIPTION OF CONTRACT/PROJECT DONE: __________________________

7. ACHIEVEMENTS/OTHER NOTATIONS (Optional):

_________________________________________________________________

_________________________________________________________________

8. SIMILAR PROJECT/CONTRACT EXPERIENCE. Complete a separate *Attachment A to Key Personnel Form for all key personnel proposed. At a minimum, include Project Manager and, if applicable, Field Superintendent(s). List at least three (3) prior projects for each.

NOTE: If space provided is insufficient, attach additional page(s) and indicate "See attached."
8. SIMILAR PROJECT/CONTRACT EXPERIENCE

KEY PERSONNEL NAME: ____________________________  BIDDER OFFEROR NAME: ____________________________

ROLE TO BE ASSIGNED (check one):  PROJECT MANAGER  ____  FIELD SUPERINTENDENT  ____  OTHER ______ Title: ____________________________

<table>
<thead>
<tr>
<th>PROJECT NAME/LOCATION</th>
<th>PROJECT DESCRIPTION</th>
<th>KEY PERSONNEL ROLE</th>
<th>PROJECT VALUE</th>
<th>START AND COMPLETION DATES (MM/YY-MM/YY)</th>
<th>OWNER/CLIENT CONTACT/TELEPHONE #</th>
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Note: List a minimum of three (3) projects for all key personnel proposed.