

**SECURITY GUARD SERVICES****PROJECT NO. TU-2016**

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, 4<sup>th</sup> Floor  
Towson, MD 21204

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

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

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

**KEY INFORMATION SUMMARY SHEET**

**SECURITY GUARD SERVICES**

**PROJECT NO. TU-2016**

**MSB ISSUE DATE:** 8/23/19

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

**PROCUREMENT OFFICER REPRESENTATIVE:** Jeffery Miller  
Phone: 410-704-2048  
Fax: 410-704-8233  
Email: [jefferymiller@towson.edu](mailto:jefferymiller@towson.edu)

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

**PRE-BID/PROPOSAL CONFERENCE:** 8/29/19 – 10:00 AM  
Administration Building, Room 408

**DEADLINE FOR QUESTIONS:** 9/6/19 – 4:30 PM

**BIDS DUE (Technical Submission Only):** 9/19/19 – 2:00 PM

**ORAL PRESENTATIONS:** TBD

**CONTRACT TERM:** The base period of this contract will be January 1, 2020 through December 31, 2021, with the University reserving the right to exercise at its sole option three (3), one-(1) year 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 BIDDER/OFFERORS

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

**Project No.:** TU-2016

**ProjectTitle:** Security Guard Services

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

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

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

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

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

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

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

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

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

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

**SECTION I. PROCUREMENT OBJECTIVE..... 1**

A. SUMMARY STATEMENT..... 1

B. ISSUING OFFICE AND PROCUREMENT OFFICER..... 1

C. PRE-BID CONFERENCE..... 1

D. QUESTIONS AND INQUIRIES..... 1

E. SITE INVESTIGATION..... 1

F. INSURANCE..... 1

G. BID SECURITY..... 1

H. BID DUE DATE..... 2

I. DURATION OF BID OFFER..... 2

J. PROCUREMENT METHOD..... 2

K. AWARD ..... 2

L. MULTIPLE BID OR ALTERNATE BIDS ..... 2

M. MINORITY BUSINESS ENTERPRISE UTILIZATION..... 2

**SECTION II. GENERAL INFORMATION FOR BIDDERS ..... 3**

A. PURPOSE..... 3

B. REVISIONS TO MSB..... 3

C. PRE-BID MODIFICATION OR WITHDRAWAL OF OFFERS ..... 3

D. CANCELLATION OF SOLICITATION/REJECTION OF ALL BIDS..... 3

E. INCURRED EXPENSES..... 3

F. ARREARAGES..... 3

G. VERIFICATION OF REGISTRATION AND TAX PAYMENT ..... 3

H. ECONOMY OF PREPARATION..... 3

I. PUBLIC INFORMATION ACT NOTICE..... 3

J. EXECUTION OF BIDS ..... 3

K. DISCREPANCIES, EXPLANATIONS AND CLARIFICATIONS ..... 4

L. ORDER OF PRECEDENCE ..... 4

M. REQUIRED CONTRACT PROVISIONS ..... 4

N. FALSE STATEMENTS ..... 4

O. PAYMENT TO THE CONTRACTOR..... 5

P. VENDOR ELECTRONIC FUNDS TRANSFER REGISTRATION ..... 5

Q. RECIPROCAL PREFERENCE..... 5

R. NON-VISUAL ACCESS..... 5

S.	INTERGOVERNMENTAL COOPERATIVE PURCHASING .....	5
T.	PARKING .....	5
U.	SMOKING .....	6
<b>SECTION III. EVALUATION PROCEDURE .....</b>		<b>7</b>
A.	EVALUATION COMMITTEE .....	7
B.	QUALIFYING BIDS .....	7
C.	PROCESS .....	7
D.	TECHNICAL EVALUATION .....	7
E.	BID/PRICE SUBMITTAL.....	7
F.	TECHNICAL EVALUATION CRITERIA .....	7
G.	DEBRIEFING.....	8
<b>SECTION IV. BID SUBMISSION REQUIREMENTS .....</b>		<b>9</b>
A.	ORGANIZATION OF TECHNICAL SUBMISSION.....	9
B.	TECHNICAL SUBMITTAL REQUIREMENTS CHECKLIST .....	9
C.	EVIDENCE OF BIDDER RESPONSIBILITY .....	11
D.	PRICE SUBMITTAL.....	11
<b>SECTION V. SPECIFICATIONS.....</b>		<b>12</b>
A.	SCOPE AND OBJECTIVES.....	12
B.	FACILITIES.....	12
C.	CONTRACT PERIOD .....	12
D.	DEFINITIONS .....	12
E.	OPERATING SPECIFICATIONS.....	15
F.	STAFF ASSIGNMENTS AND ABSENCES .....	15
G.	DEDUCTIONS.....	16
H.	SECURITY/BACKGROUND INVESTIGATIONS.....	16
I.	BIDDER'S EMPLOYEE PARKING .....	17
J.	SECURITY GUARD AND SUPERVISOR DUTIES AND RESPONSIBILITIES .....	17
K.	UNIFORMS AND PERSONAL APPEARANCE .....	17
L.	VEHICLE REQUIREMENTS .....	17
M.	COMMUNICATION EQUIPMENT .....	18
N.	INVOICES/BILLING PROCEDURES.....	18
O.	ORIENTATION.....	19
<b>EXHIBITS:</b>		
EXHIBIT A	- Required Contract Provisions	EXHIBIT H - Bid Bond
EXHIBIT B	- Bid/Proposal Affidavit	EXHIBIT I - Performance Bond
EXHIBIT C	- Contract Affidavit	EXHIBIT K - Addenda Acknowledgment
EXHIBIT F	- Company Profile	EXHIBIT L - Key Personnel Form
EXHIBIT G	- Firm Experience	

## SECTION I. PROCUREMENT OBJECTIVE

### A. SUMMARY STATEMENT

To provide Towson University with sixteen (18) internal security guards for the University's Residence Facilities and Cook Library, one (1) supervisor and one (1) relief supervisor. All guards are to be unarmed, trained, uniformed and possess basic first aid training. The bidder must also provide one (1) clearly marked security vehicle to be utilized on the Towson University campus during duty hours. The University would like the new contract to take effect in January of 2020.

### B. ISSUING OFFICE AND PROCUREMENT OFFICER

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

A pre-bid conference will be held as noted on the Key Information Summary Sheet. Bidders are encouraged to attend.

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.

### 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 MSB.

### 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 the following exhibit:

- ❖ Exhibit A - Required Contract Provisions - Section 34, or

The certificate must name Towson University as an additional insured, and shall reference the title and number of the solicitation/ contract.

### G. BID SECURITY

1. Only bidders who are shortlisted during the Technical Evaluation will be required to furnish a "bid bond" (see Exhibit H). If the total Bid Price is \$100,000.00 or more, each shortlisted Bidder shall furnish with his bid price a "bid bond" issued by a surety company licensed to issue bonds in the State of Maryland. The bond must be in an amount not less than five percent (5%) of the total amount of the base bid price and shall be in the form specified with the bid documents.

2. Certified checks, cash and other security in that amount are acceptable in lieu of a "bid bond," and shall be submitted with the Bid Price and subject to the same conditions as a bond.
3. Should the Bidder to whom the contract is awarded fail or be unable to execute the contract, for any reason, within ten (10) days after notification of award, then an amount equal to the difference between the accepted price, and that of the bidder to whom the award subsequently is made shall be paid to the University as liquidated damages.
4. The Bidder to whom a contract in excess of \$100,000.00 is awarded also must furnish a Performance Bond (See Exhibit I), in the amount of one hundred percent (100%) of the contract price, including executed Change Orders, in the form specified with the bid documents. These must be provided at the time of the signing of the contract and prior to the start of any work.
5. Bid Bonds remain in effect a minimum of ninety (90) days from the bid due date.

**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. 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.

**J. 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 Mutli-Step Sealed Bidding (MSB).

**K. AWARD**

The University will recommend for award the responsive bid from the responsible bidder submitting the most favorable evaluated bid price for the requirement(s) herein. If specifically provided for in the solicitation, the University may make multiple awards, when deemed to be in its best interest. Any notice of intent to make an award pursuant to this solicitation is final only upon completion of all reference checks and other due diligence activities and, if required, further approval by the appropriate office(s) of the University System of Maryland and the State, and execution on behalf of the University.

**L. MULTIPLE BID OR ALTERNATE BIDS**

Unless multiple or alternate bids are specifically requested in the solicitation, they will not be accepted.

**M. MINORITY BUSINESS ENTERPRISE UTILIZATION**

Minority businesses are encouraged to respond.

**END OF SECTION I.**

## SECTION II. GENERAL INFORMATION FOR BIDDERS

### 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 MSB

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 MSB.
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 MSB, to accept or reject any or all bids, in whole or in part, received in response to this MSB, 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 MSB (the "Contract") will consist of the following contract documents listed in their order of precedence:

1. The contract executed by the parties and/or Purchase Order issued by the University;
2. the solicitation, including Exhibit A - Required Contract Provisions, and all other Exhibits; and
3. 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.

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

**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://comptroller.marylandtaxes.com/Vendor\\_Services/Accounting\\_Information/Electronic\\_Funds\\_Transfer/](http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Electronic_Funds_Transfer/)

**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 MSB 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 MSB 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> 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. EVALUATION PROCEDURE

### A. EVALUATION COMMITTEE

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

### B. QUALIFYING BIDS

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

### C. PROCESS

The multi-step process will include a Technical submittal and a Price submittal. Technical submittals will be submitted and evaluated first. Bidders who receive an acceptable evaluation during the Technical evaluation will then be asked to submit their Price submittal.

### D. TECHNICAL EVALUATION

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

### E. BID/PRICE SUBMITTAL

1. Bid Prices will be evaluated separately from Technical Bids. Do not submit price information in the technical submission.
2. A Bid/Price submittal will only be required from bidders who are shortlisted during the Technical Evaluation. Shortlisted firms will be notified in writing and given final instructions for completing their Bid/Price Submittal. Qualified Bidders will be contacted via addendum announcing the date, time, and location for the Public Bid Opening. Qualified Bidders must take into account any mandated changes to the Maryland Minimum Wage Law when formulating pricing.
3. The University will recommend for award the Qualified Bidder submitting the most favorable evaluated bid price for the requirement(s) herein.

### F. TECHNICAL EVALUATION CRITERIA

The technical evaluation criteria are listed below in descending order of importance:

1. Extent to which the bid meets the MSB objectives,
2. Experiences and references,
3. Staff quality and hiring procedures,
4. Size of company, depth of talent and ability to cover shortages,
5. Quality of training (Training and Staff Development) and certifications of personnel,
6. Implementation plan,
7. Employee salaries, benefit plan and programs to minimize employee turnover,
8. General management responsibilities,
9. Audit procedures and payroll,
10. Key security plan, and
11. Overall quality of proposal relative to the adherence to the instructions and requested format.

**G. DEBRIEFING**

Unsuccessful bidders may request debriefing by written request to the Procurement Officer. Debriefings shall be limited to discussion of each unsuccessful bidder's bid.

**END OF SECTION III.**

## SECTION IV. BID SUBMISSION REQUIREMENTS

### A. ORGANIZATION OF TECHNICAL SUBMISSION

1. Technical submittals 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 four (4) copies 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. TECHNICAL SUBMITTAL REQUIREMENTS CHECKLIST

Each bid must include the following:

#### 1. General Requirements

- a. **Exhibit B, BID/PROPOSAL AFFIDAVIT**, typewritten or completed in ink and executed in accordance with the requirements in Section II.
- b. **Exhibit F, COMPANY PROFILE**
- c. **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.
- d. **Exhibit H, BID BOND**
- e. **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.
- f. **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.

#### 2. Special Requirements

##### a. Experience and References

The proposal must include details of the overall company philosophy and experiences with current and past accounts in administering a successful internal and external security guard service.

##### References

The bidder must submit a list of at least three (3) current clients for whom the bidder has provided internal and external security guard service within the last five (5) years. Additional consideration will be given if references are of similar size, scope and complexity, i.e., local, state or federal agencies, Universities, or residential facilities. Size, scope and complexity will be interpreted to refer to the number of buildings, number of guards and type of operation on a seven (7) day-a-week operation basis. Include a description of the account, with client name and address, number of buildings, number

of guards and the type of operation (both internal and external) along with the name, title and phone number of a contact person(s).

b. **Size of company and ability to cover shortages**

The bidder must submit an organizational chart and explain the ability of the company to staff absenteeism, annual leave, sick time, and turnover. Provide a summary/explanation of the current turnover rate for security guards and supervisors. Describe plans designed to maintain sufficient staff levels and cover turnover. Explain how your company will provide coverage during snow events and other emergency situations.

c. **Staff quality and hiring procedures**

The bidder must provide Towson University with an explanation of their certification process along with documentation of all security officers possessing State of Maryland certifications from the Maryland State Police as security officers or police officers in the State of Maryland. Include background investigation documentation and clearance documents from the Maryland State Police.

Describe in detail the nature of the background investigation conducted internally on each candidate to ensure the person is of good moral character. The bidder must also describe what actions/precautions will be taken for applicants who live out of state, have recently moved to Maryland or have spent extended periods of time out of state.

Towson University is seeking an explanation of the bidder's certification process, background investigations and precautionary undertakings. The University is not requiring bidder's to provide documentation for every employed officer.

d. **Quality of Training (Training and Staff Development and Certification of Personnel)**

The bidder must submit a copy of the company's entry-level training programs (with timetables), policies and in-service or supplemental training required by company policy. Include any company-mandated training including, but not limited to the following:

- CPR
- first aid
- crowd control
- conflict resolution

Detail any on-going training and staff development program including actual hours required to properly implement this program. Include semi-annual and annual training the company will provide each employee above and beyond the initial training provided by the Towson University Police Department. All company provided training expenses are to be borne by the bidder.

e. **Implementation Plan**

The bidder must submit a detailed implementation plan that identifies all steps with applicable dates and associated expenses required for the successful start-up of the Towson University account. This will include expenses such as the vehicle expense, uniform costs, employee identification photographs, etc. These expenses are considered part of "the cost of doing business" and will be borne by the successful contractor.

f. **Employee salaries, benefits plan and programs to minimize employee turnover**

The bidder must outline in concise terms all employee benefits and/or programs that it will implement to attract and retain qualified guards. The bidder must outline what is being offered, to whom it is being offered and at what time or level of performance it is to be offered. Explain specified incentive programs and how they relate to the company's retention program.

Bidders are not required to submit the actual wages paid to their officers. Although this Multi-Step Bid is not subject to Maryland Living Wage, it is the expectation of Towson University that all bidders are paying a competitive wage that will allow for the retention of security officers. Bidders must take into account any mandated changes to the Maryland Minimum Wage Law.

g. **General Management Responsibilities**

The bidder must explain their overall commitment to a successful security guard program at Towson University. Include supervisory plan and methods of monitoring the performance of the guard service as well as your intent to interface with the University's Police Department.

h. **Audit Procedures and Payroll**

The bidder is required to provide a detailed description of their payroll procedures and provide an appropriate audit trail process. This audit trail process must enable the University to track and validate actual hours worked, associated payroll expenses for each employee and the amount invoiced weekly for each employee. The University's involvement with the appropriate financial accounting and reporting process is mandatory.

i. **Overtime**

The bidder must include a statement accepting terms that prohibit charging Towson University for overtime incurred due to shift shortages or any cause other than a specific expressed request by the University for staffing beyond the specified daily time period. Further, this statement must include acknowledgement by the bidder that no overtime is to be paid by Towson University for Holidays.

j. **Key Security Plan**

The bidder will outline their operational procedures for internal key control and key assignment. Include a written policy statement addressing the responsibilities of guards and supervisors relating to key assignments. (Lost keys are to be reported at the end of each shift to the Police Communications Center in the General Services Building. The bidder will be responsible for any costs incurred due to loss of keys. (See Section V.,E.,4).

**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.

**D. PRICE SUBMITTAL**

A Bid/Price submittal will only be required from bidders who are shortlisted during the Technical Evaluation. Shortlisted firms will be notified in writing and given final instructions for completing their Bid/Price Proposal.

**END OF SECTION IV.**



## SECTION V. SPECIFICATIONS

### A. SCOPE AND OBJECTIVES

1. To provide Towson University with eighteen (18) internal security guards for the University's Residence Facilities, to be determined by the Towson University Police Department, one (1) supervisor and one (1) relief supervisor. The bidder must also provide one (1) clearly marked security vehicle to be utilized on the Towson University campus during duty hours. All guards are to be unarmed, trained, uniformed and possess basic first aid training. There will be a reduction in the number of security guards required during spring break, winter break, minimester, holiday periods, and summer break. Guard services are typically not required for the Cook Library during minimester and summer break. The University academic calendar is available at [https://www.towson.edu/registrar/calendars/?utm\\_source=peoplesoft\\_ep&utm\\_medium=mytuportal](https://www.towson.edu/registrar/calendars/?utm_source=peoplesoft_ep&utm_medium=mytuportal)

### OBJECTIVES

1. Provide a safe and secure environment for our students.
2. Obtain highly qualified, well-trained security guards to supplement our public safety efforts.
3. Engage a firm with the experience, resources, manpower, technology and administrative capability to provide the best possible service to the University.

### B. FACILITIES

#### Residential Facilities

Barton & Douglass Houses  
Glen Complex (A, B, C & D Buildings)  
Richmond & Newell Halls  
Prettyman & Scarborough Halls  
Residence Tower  
Towson Run Apartments  
Carroll, Marshall & Millennium Halls  
The Residences at 10 West Burke Ave  
Paca & Tubman Houses

#### Non-Residential Facility

Cook Library

The residential facilities listed above are located on the University's 329-acre suburban campus. A campus map showing the location of each facility is available on the following website: <https://www.towson.edu/maps/>

### C. CONTRACT PERIOD

The base period of this contract will be January 1, 2020 through December 31, 2021, with the University reserving the right to exercise at its sole option three (3), one (1)-year renewals.

### D. DEFINITIONS

1. **Assistant Vice President, Office of Public Safety and Chief of Police**  
University representative responsible for the daily operation of the campus police department.  
  
Responsibilities include all matters pertaining to security for the campus including the security guard contract, and responsibility for the direction of the security guard contract at Towson University
2. **Operations Support Bureau Commander**  
University representative responsible for the administration, execution and day- to-day management in the method, amount, or manner of performance of work and will inform the

Contract Services Office when the performance of duty under the terms of the security guard contract is unsatisfactory. The Operations Support Bureau Commander is directly responsible to the Chief of Police.

3. **ATSD Commander**

The Administrative Technical Service Division Commander is responsible for the verification of hours billed by the bidder for security services and coordination with the Contract Services Office concerning fiscal matters related to the guard service contract.

4. **Police Officers**

Sworn members of the department responsible for patrolling the Towson University campus and facilities and enforcing the laws of the State of Maryland.

5. **Police Aides**

Non-sworn members of the Towson University Police Department who conduct visible uniformed patrols of the campus and facilities.

6. **Police Communications Center**

This center is located in the General Services Building located on Towson Boulevard and houses the radio and telephone communication functions of the Towson University Police Department.

7. **Communications Center Supervisor**

Sworn member of the Towson University Police Department responsible for the direct supervision and management of the Police Communications Center.

8. **Police Communication Operators**

Non-sworn members of the Towson University Police Department responsible for conducting and maintaining various methods of emergency and non-emergency communication on behalf of the department.

9. **Police Shift Commander**

Sworn member of the Towson University Police Department responsible for supervision of police aides and police officers assigned to a shift, squad or unit.

10. **AVP, Housing and Residence Life, and Director Residence Life, and Assistant Directors, Residence Life**

University representatives responsible for managing Towson University housing facilities and services and all residence life functions dealing with student issues and concerns. Supervises all residence life staff and oversees all programs and services to meet student needs.

11. **Residence Life Staff**

The Residence Life staff positions are the staff responsible for the day-to-day management of the buildings, provide programs and services to meet students' needs and regularly meet students to discuss individual issues.

12. **Community Center Assistants**

Community Center workers work at the front desk of each residence building and provide services to students, check ID's, and register guests when security guards are not present.

13. **Resident Assistants (RAs)**

These individuals are responsible for floors within the resident buildings and provide programs and assist students and work evening hours at the front desk.

14. **Residence Life Coordinators (RLCs)**  
These individuals manage the resident buildings and supervise the RAs and Community Center Workers as well as meet with students.
15. **Contract Services Manager and Contract Financial Analyst**  
Representatives responsible for assisting the Operations Support Bureau Commander in the administration and payment of invoices pertaining to the security guard contract. It is the responsibility of the Contract Services Manager to keep the University Procurement Officer abreast of all significant activities pertaining to the security guard contract.
16. **Security Guard Supervisor and Relief Supervisor**  
The bidder shall employ a full-time supervisor exclusively dedicated to Towson University and a relief supervisor who may or may not be exclusively dedicated to Towson University. They will be responsible for the nightly performance of guard service to the University housing facilities and the roving security patrols on Thursday, Friday and Saturday nights. The full-time supervisor and alternate are responsible for the supervision and overall assignment of the security guards while at Towson University. This position must be filled seven (7) days a week with actual times subject to the schedule of the University to include, but not be limited to, some holidays and periods during semester breaks. Hours must remain flexible to allow for the performance of all duties. The Security Guard Supervisor and Relief Supervisor will not be permitted to work on the grounds of Towson University unless he/she is currently certified as a security officer in the State of Maryland. The supervisor's and relief supervisor's security clearances must be complete, not in the process of being completed, and must receive prior approval from the Operations Support Bureau Commander prior to beginning work at Towson University. The primary Security Guard Supervisor is required to meet weekly with the Operations Support Bureau Commander or his designee. The following is a list of primary duties of the Security Guard Supervisor or Relief Supervisor, but are not all-inclusive:
- a. Conduct roll call for oncoming security officers relaying special conditions, changes in directives, post responsibilities, etc.
  - b. Assign personnel to posts.
  - c. Disseminate and collect equipment on a daily basis and maintain records for accountability of personnel utilizing the equipment.
  - d. Conduct random checks of the security officer's performance and operational readiness throughout the shift.
  - e. Ensure that existing policy and procedures are being followed by security officers.
  - f. Interact with police supervisor and officers concerning ongoing conditions during the shift as well as any unusual instances requiring police intervention or assistance.
  - g. Respond as needed to security officers and police personnel requests for information and/or assistance.
  - h. Provide relief to post security officers as needed for personal needs such as bathroom breaks, etc.
  - i. Conduct debriefing of security officers at the end of shift to include collection of equipment, post related paperwork, and discuss any unusual instances or circumstances that warrant further action or further notification.
  - j. Review paperwork submitted by security officers to ensure thoroughness and accuracy.
  - k. Review, verify and approve reported time on-duty and off-duty for security officers.
17. **Security Logs/Daily Security Operations Reports/Incident Reports/Guest Registration Passes**  
All forms utilized in this contract will be supplied by and remain the property of Towson University Police Department. The bidder may not copy, duplicate or reproduce completed forms containing student or guest information. All forms are official Police Department forms and will be completed accurately and neatly. No arbitrary writings, drawings, etc., will be made on departmental forms, as they may be required for documentation purposes in court.

## **E. OPERATING SPECIFICATIONS**

1. The bidder will provide eighteen (18) qualified, trained **unarmed** internal security guards for each of the eighteen residence facilities listed above. Duty hours will be 10:45 p.m. to 6:45 a.m., Monday through Sunday (7 days a week).
2. The bidder will provide one (1) trained, qualified, **unarmed** roving security guard to patrol areas designated at and around Cook Library. Duty hours will be varied, consisting primarily of evening hours during the semesters. Additional hours may be required during exam periods and other periods of increased activity.
3. The bidder will provide one (1) trained, qualified, **unarmed** supervisor. The supervisor will be responsible for the supervision of all internal and external security guards. One marked vehicle with a rotating or flashing amber light must be provided for use by the supervisor. Duty hours will be 10:30 p.m. to 7:30 a.m., Monday through Sunday (7 days a week) which is a nine (9) hour day. The bidder's vehicle may be parked on the General Services Parking Lot.
4. The University will provide an office on campus for the Security Guard Supervisor where security guards will sign in, pick up their assigned University communications equipment and building keys prior to the start of their shift. Building keys, radios and logbooks will be picked up and secured after each shift in this office. The Supervisor's keys will be returned to the University Police at the end of each shift and retrieved the next day from the same location. Building keys will be picked up and secured after each shift in the Contract Services Office. Failure to report **lost** keys to the Operations Support Bureau Commander or his designee at the end of the shift on which it was lost will result in liquidated damages of \$50 per day plus the cost to re-key and/or re-core the affected building.
5. Table stations will be designated in Residence Facility lobbies for Community Center desk.
6. The bidder will provide the name, date of birth, address, social security number, telephone number, photo ID and certification status of each regularly assigned guard and supervisor as well as those who will be in a pool of potential substitutes assigned to Towson University.
7. The bidder is required to have current email capability and will be required to coordinate with Towson University's Computing and Networking Service staff to activate their Towson University email account.

## **F. STAFF ASSIGNMENTS AND ABSENCES**

1. When not engaged in supervision or administrative tasks, the supervisor will be required to perform high visibility patrols in designated areas under the direction of the University Police and will be expected to complete established administrative reports or summary data at the end of each shift.
2. Guards are required to be at their post promptly at 11:00 p.m. until 6:30 a.m. Security guards are to sign in at 10:45 p.m. at the assigned supervisor's office and leave their post at 6:30 in order to sign out by 6:45 a.m. Each guard will call in by radio to the Police Communications Office upon their arrival and departure from their post. Call in times will be the primary factor used for calculating any liquidated damages.
3. Failure to report to an assigned post on time will result in liquidated damages. If coverage of a post must be provided by available University personnel as designated by the Operations Support Bureau Commander or his designee, then additional liquidated damages will be levied as per Section G. The additional liquidated damages will be charged at the straight time or overtime rate of pay of the University employee covering the post, whichever is applicable.

The security guards are an important part of the public safety operation at Towson University and are expected to be at their posts during snow events and other emergency situations unless otherwise instructed by the Operations Support Bureau commander.

4. The bidder is required to have sufficient levels of field supervisors to cover absences.
5. All breaks are the responsibility of the bidder.

#### **G. DEDUCTIONS**

Failure to provide internal guard services for the University Residence Facilities, Cook Library and Supervisor seven (7) days a week in a timely manner will result in liquidated damages of **\$50 on the half hour plus the forfeiture of the guard's or supervisor's hourly prorated rate on the half hour**. For example, liquidated damages of \$50 will be assessed at 11:01 p.m.; another \$50 will be added at 11:31 p.m., etc. The residence hall security guards are to be at their assignable posts by 11:00 p.m. It is the individual guards' and supervisor's responsibility to call into the Police Communications Center by 11:00 p.m. stating their name, post and ID number.

#### **H. SECURITY/BACKGROUND INVESTIGATIONS**

The bidder's guards and supervisors will not be permitted to work on the grounds of Towson University if they have been convicted of any crime (felony or misdemeanor) or serious traffic violations defined as driving while under the influence, hit and run, manslaughter by auto, reckless driving, driving while suspended or driving while revoked. The bidder is required to conduct its own internal background investigation of prospective employees to ensure they are of good moral character and reputation and at a minimum meet the above requirements. In addition, the bidder is required to certify that all employees assigned to work on the grounds of the University have successfully passed a drug-screening test and are physically capable of performing the required work.

No guard will be permitted to work on the grounds of Towson University unless they possess current certification by the Maryland State Police as a security officer in the State of Maryland or have submitted application to the Maryland State Police for certification as a security guard in the State of Maryland. If the Maryland State Police deny certification for any reason, the guard will no longer be permitted to work on the grounds of the University.

**At no time will the bidder allow the percentage of "currently certified" security officers working on the grounds of Towson University to drop below seventy-five (75%) percent.** For example, if 18 guards are on the grounds of Towson University, at least 14 must be currently certified. This figure does not include the supervisor.

#### **Exception:**

If a security guard or supervisor is currently certified and employed as an active police officer in the State of Maryland, the security officer certification requirement can be waived. If the waiver is exercised, the bidder's employee must sign a waiver giving the Towson University Police Department access to his or her Internal Affairs record for review prior to being hired.

All security officers will be required to sign a waiver giving the Towson University Police Department the right to conduct a criminal history check through M.I.L.E.S., N.C.I.C. and the District and Circuit Courts of Maryland and will submit to being fingerprinted by the Towson University Police Department for submittal to the Maryland State Police. This is over and above the background check conducted by the bidder and the Maryland State Police.

**The University may request the removal of any of the bidder's employees without cause.**

**I. BIDDER'S EMPLOYEE PARKING**

Parking decals will be provided to the bidder's guards and supervisors by the University at regular vehicle registration rates. All bidder's guards and supervisors must display a Towson University parking decal if a car is to be parked on campus and park in areas designated by the Director of Parking Services.

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.

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 [https://www.towson.edu/parking/?utm\\_source=peoplesoft\\_ep&utm\\_medium=mytuportal](https://www.towson.edu/parking/?utm_source=peoplesoft_ep&utm_medium=mytuportal) for permit rates and information to support preparation of bids and price proposals.

**J. SECURITY GUARD AND SUPERVISOR DUTIES AND RESPONSIBILITIES**

1. Report to work on time and be in clean uniform at all times, prepared for work.
2. Remain in the assigned areas at all times until relieved.
3. Maintain a professional, courteous demeanor at all times.
4. Protect the property and persons of Towson University.
5. Deny access to anyone not identified as:
  - a. A Towson University student resident, or
  - b. Authorized maintenance, police or residence life personnel, or
  - c. Escorted guests.

Towson University Facility maintenance staff, police department employees and residence life staff have University identification.

6. Remain alert and observe activity in and around the area assigned.
7. Prepare a daily, clear, concise activity or log report to be submitted at the end of each shift to the supervisor which will include all visitors' names, etc. The supervisor will be responsible for submitting the reports to the designated Towson University Police Officer.
8. Check visitor identification; i.e., driver's license, pictured ID card, etc.
9. Check ID's if alcohol is brought on premises.

**K. UNIFORMS AND PERSONAL APPEARANCE**

Security guards shall be well groomed, neat in appearance and courteous at all times. Guards are to be attired in clean, pressed, police/military style uniforms in good repair with a hat. The bidder shall submit with their proposal a description of security guard uniforms subject to the University's approval as well as be required to supply and wear a reflective traffic safety vest for high visibility on roving patrols.

The bidder must also submit a detailed description of the foul weather gear that will be provided for the roving security guards.

**L. VEHICLE REQUIREMENTS**

1. The bidder will be required to supply one (1) fully operational vehicle for use by its supervisor and employees under this contract. The use of the vehicle shall be restricted to Towson University



related activity only unless specific written permission is obtained in advance from the Operations Support Bureau Commander.

2. The vehicle must be equipped with automatic transmission, power steering, power breaks, heating, air conditioning and all federal and state mandated safety options.
3. The vehicle must be 4WD and the year 2015 or newer with under 20,000 miles and must meet the following requirements:
4. Pass a Maryland State Inspection. A certificate must be provided to the University at the start of the contract.
5. The vehicle must be maintained in accordance with the manufacturer's specifications. If the bidder's vehicle needs maintenance that requires more than one day, a backup vehicle must be provided by the bidder.
6. The bidder's vehicle must be kept in a state of good mechanical repair and general appearance at all times.
7. The vehicle must be clearly identified as a company security vehicle with a rotating or flashing amber light with a distinctive company logo on each side and rear.
8. The cost of the vehicle is only billable when it is in use on campus. The vehicle rate shall be inclusive of all costs associated with operating the vehicle, including but not limited to gasoline, oil, maintenance and wear-and-tear.

#### **M. COMMUNICATION EQUIPMENT**

Communication equipment will be determined and provided by the Towson University Police Department. The bidder is responsible for the maintenance and repair of University radios and is required to use the same vendor the University utilizes.

No maintenance history is provided. The radios are checked prior to being issued. It is up to the on-site security service supervisor to report all radio or equipment problems via the Communication Center at the time the problem is discovered and in writing at the end of the shift the problem is discovered. TUPD, upon receipt of the written notification, will complete the necessary repair or replacement prior to the start of the next shift.

#### **N. INVOICES/BILLING PROCEDURES**

The bidder will submit to Towson University weekly invoices covering the period Saturday 10:00 p.m. (start of Saturday shift) through the following Saturday at 6:00 a.m. (end of Friday's shift). The invoices will be mailed to: Towson University, Accounts Payable Office, 8000 York Road, Towson, Maryland 21252, the Friday following completion of each billable week which will be processed early the next week. All invoices will be submitted complete with all DOR's (Daily Operational Reports) and other documentation as needed to substantiate the charges. Separate weekly invoices will be submitted for the security guard assigned to Cook Library.

Weekly invoices are to be emailed to the Administrative Technical Services Division Commander of the Towson University Police Department **prior to the mailing of the hard copy invoices** to the Accounts Payable Office. Invoices will be audited, verified and approved by the Administrative Technical Services Division Commander and sent to the Accounts Payable Office for payment processing.

The invoices will have three categories of charges:

1. Hours for the supervisor with vehicle,
2. hours for security guards,
3. hours for the supervisor without vehicle (upon request only).

## O. **ORIENTATION**

The successful contractor is required to conduct their own training of security guard personnel at their facility and attend a four (4) hour orientation program at Towson University to be conducted by the Contract Services Office at the beginning of each spring and fall semester. The orientation will consist of a one (1) hour presentation by the University Police covering their organization, a review of administrative procedures (including proper communication procedures, checking of radio equipment, etc.) and a review of any problems that have occurred during the past semester. A one-half hour presentation by the Housing and Residence Life Department and a tour conducted by a Contract Services Office representative to familiarize the new and returning guards with the campus will also be included. All new and returning guards must be dressed in full uniform during the orientation program at the University. The date and time will be determined by the Contract Services Office in coordination with the other University participants.

### **ADDITIONAL NOTES AND CLARIFICATIONS**

**Q1) In the event of inclement weather, such as heavy snow or hurricane, or something else that would cause the government to call for a State of Emergency (such as the recent riots) which prohibit cars from being on the streets, will fines be assessed if security personnel cannot get to campus?**

A1) If students are on campus, security personnel are expected to be on campus. During periods of extreme inclement weather, Towson University staff will work to attempt to provide necessary accommodations (cots, food) for officers, if needed.

**Q2) Will we have to run a weekly payroll?**

A2) No.

**Q3) Can we send weekly actual hours, but estimated payroll expenses (FICA, SUI, etc.)?**

A3) Yes.

**Q4) Can we provided actual hours, estimated payroll expenses and actuals semi-monthly?**

A4) Yes.

**Q5) Are relief (replacement) officers required while the primary officer is on meal break and/or restroom break?**

A5) Yes. The supervisor is responsible for ensuring coverage during breaks.

**Q6) Is the cost of the vehicle only billable to TU for 39 weeks of the year?**

A6) Yes. The cost of the vehicle is only billable when it is in use on campus.

**Q7) What is the University's position on the successful bidder hiring staff currently working under the contract with the incumbent?**

A7) Towson University can work to facilitate an interview day for the successful awardee to evaluate staff. However, as part of the technical submittal, bidders must demonstrate that they currently have appropriate staffing levels for the contract.

#### **Note: Audit Procedures and Payroll**

The bidder is required to provide a detailed description of their payroll procedures and provide an appropriate audit trail process. This audit trail process must enable the University to track and validate actual hours worked, associated payroll expenses for each employee and the amount invoiced weekly for each employee. The University's involvement with the appropriate financial accounting and reporting process is mandatory.

Running a semi-monthly payroll, we are being asked to provide an audit trail to track and validate actual hours worked, associated payroll expenses for each employee and the amount invoiced weekly for each employee.

**END OF SECTION V.**



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

**1. Affirmation - Contingent Fees**

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

**2. Affirmation - Debarment**

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

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

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

**4. Affirmation - Non-Collusion**

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

**5. Affirmation Regarding Bribery Convictions**

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

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

**6. Affirmation Regarding Other Convictions**

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

**7. Affirmation Regarding Sub-Contractors**

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

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

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

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

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

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

**10. Affirmation - Financial Disclosure**

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

**11. Affirmation - Political Contribution Disclosure**

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

**12. Contract Affidavit**

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

**13. Affirmative Action**

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

**14. Amendments and Modifications**

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

**15. Civil Rights Act of 1964**

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

## 16. Compliance with Laws

The Contractor hereby represents and warrants that:

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

## 17. Compensation and Method of Payment

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

## 18. Confidentiality; dissemination of Information

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

## 19. Conflict of Interest Law

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

## 20. Contract Modifications and Changes

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

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

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

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

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

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

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

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

#### **23. Cooperation with University and State Representatives**

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

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

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

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

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

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

require the consent and approval of the Contractor's bondsman or surety.

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

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

#### **27. Disputes**

a. This contract is subject to the USM Procurement Policies and Procedures.

b. Except as otherwise may be provided by law, all disputes arising under or as a result of a breach of this contract that are not disposed of by mutual agreement shall be resolved in accordance with this clause.

c. As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this clause.

d. A claim shall be made in writing and submitted to the procurement officer for decision in consultation with the Office of the attorney general within thirty days of when the basis of the claim was known or should have been known, whichever is earlier.

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

f. The contractor, at the discretion of the procurement officer, may be afforded an opportunity to be heard and to offer evidence in support of his claim.

g. The procurement officer shall render a written decision on all claims within 180 days of receipt of the contractor's written claim, unless the procurement officer determines that a longer period is necessary to resolve the claim. If a decision is not issued within 180 days, the procurement officer shall notify the contractor of the time within which a decision shall be rendered and for the reasons of such time extension. The decision shall be furnished to the contractor, by certified mail, return receipt requested, or by any other method that

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

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

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

## **28. EPA Compliance**

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

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

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

## **29. FERPA**

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

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

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

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

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

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

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

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

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

## **32. Intellectual Property**

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

## **33. Indemnification**

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

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

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

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

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

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



(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.

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

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

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

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

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

Contractor warrants and represents that it is currently in compliance, and that during the term of the contract it will remain in compliance, with the Immigration Reform and Control Act of 1986, and that it will obtain original valid employment verification documentation from all its

employees on a timely basis as required by law and regulation. This requirement also applies to all subcontractors hired by Contractor.

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

The Contractor shall cooperate with those in authority on the premises to prevent the entrance and exit of all workmen and/or others whose presence is forbidden or undesirable and in bringing, storing or removal of all materials and equipment, to observe all rules and regulations in force on the grounds, to avoid unnecessary dust or accumulated debris or the undue interference with the convenience, sanitation or routine of the University and to prevent the loss of, or damage to the property of the University and/or its employees. The Contractor shall repair any and all damage he may cause to the building or property, to the full satisfaction of the University.

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

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

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

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

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

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

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

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

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

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

factor. In addition, Towson University's policies, programs, and activities comply with federal and state laws and University System of Maryland regulations prohibiting discrimination on the basis of race, color, religion, age, national origin, sex, disability, and sexual orientation. Provisions for reasonable accommodations shall be made by the Contractor for handicapped applicants and qualified handicapped individuals.

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

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

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

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

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

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

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

**b.** Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by Contractor infringes any patent, trademark,

copyright, or trade secret. Contractor also will pay all damages and costs that by final judgment may be assessed against the State due to such infringement and all attorneys' fees and litigation expenses reasonably incurred by the State to defend against such a claim or suit. The obligations of this paragraph are in addition to those stated in paragraph c.

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

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

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

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

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

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

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

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

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

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

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

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

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

c. The Contractor shall be solely responsible for any damage to the building or its contents for any loss or damage to any property belonging to the University or the University employees when such loss or damage may be attributable to their actions or negligence or the actions or negligence of their employees.

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

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

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

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

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

As specifically provided by § 21-104, Commercial Law Article, Annotated Code of Maryland, the parties agree that this Agreement shall not be governed by the Uniform Computer Information Transactions Act (UCITA), Title 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.

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

#### **52. Specifications**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) not otherwise inconsistent with the contract documents.

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

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

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

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



**A. AUTHORITY**

**I HEREBY AFFIRM THAT:**

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

**B. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

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

**C. AFFIRMATION REGARDING OTHER CONVICTIONS RETAINED**

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

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

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

**D. AFFIRMATION REGARDING DEBARMENT**

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

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

**I FURTHER AFFIRM THAT:**

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

**F. SUB-CONTRACT AFFIRMATION**

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

**G. AFFIRMATION REGARDING COLLUSION**

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

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

**H. CERTIFICATION OF TAX PAYMENT**

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

**I. CONTINGENT FEES**

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

partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on making of the Contract.

**J. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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

**K. ACKNOWLEDGEMENT**

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

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

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

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

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

**A. AUTHORIZED REPRESENTATIVE**

**I HEREBY AFFIRM THAT:**

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

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

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

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

and is registered or qualified as required under Maryland law.

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

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

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

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

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

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

**C. FINANCIAL DISCLOSURE AFFIRMATION**

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

**D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

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

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

### **I CERTIFY THAT:**

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

- (i) Take appropriate personnel action against an employee, up to and including termination; or
- (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §(2)(a) through (j), above.

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

(4) I acknowledge and agree that:

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

**F. CERTAIN AFFIRMATIONS VALID**

**I FURTHER AFFIRM THAT:**

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

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

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

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

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

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

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

Type of Work Performed:

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

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

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

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

Brief History of the Company:

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

Description of the Project:

Similarities Between this Project and TU Project:

Bond No. \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that we (Bidding Company), \_\_\_\_\_, as Principal, hereinafter called the Principal, and (Bonding Company) \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_, as Surety, hereinafter called the Surety, are held and firmly bound unto the State of Maryland, hereinafter called "State," for the sum of: \_\_\_\_\_ Dollars (or \$ \_\_\_\_\_), for the payment of which sum, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Identify Project by Number & Brief Description): \_\_\_\_\_

**NOW, THEREFORE**, if the Principal, upon acceptance by the State of its bid identified above, within the period specified therein for acceptance (ninety (90) days, if no period is specified), shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the State the difference not to exceed the penalty hereof between the amount specified in the Principal's bid and such larger amount for which the State may in good faith contract with another party to perform the work covered by said bid, then the above obligation shall be void and of no effect.

The Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the State, notice of which extension(s) to the Surety being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than ninety (90) calendar days in addition to the period originally allowed for acceptance of the bid.

In Presence of:  
Witness

Individual Principal

\_\_\_\_\_  
(Name)

\_\_\_\_\_ as to

\_\_\_\_\_ (SEAL)

In Presence of:  
Witness

Partnership Principal

\_\_\_\_\_  
(Name)

\_\_\_\_\_ as to

By: \_\_\_\_\_ (SEAL)  
Partner

\_\_\_\_\_ as to

By: \_\_\_\_\_ (SEAL)  
Partner

\_\_\_\_\_ as to

By: \_\_\_\_\_ (SEAL)  
Partner

Attest:

Corporate Principal

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

AFFIX

\_\_\_\_\_  
CORPORATE Secretary

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

SEAL

Attest:

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

AFFIX

\_\_\_\_\_  
CORPORATE

By: \_\_\_\_\_  
Attorney-in-fact

SEAL

Bonding Agents Name \_\_\_\_\_

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

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

\_\_\_\_\_  
Associate University Counsel

Principal

Business Address of Principal

Surety

Obligee

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

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

Penal Sum of Bond (express in words and figures)

Description of Contract

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

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

Contract Number

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

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

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

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

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

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

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

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

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

In Presence of:  
Witness

Individual Principal

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

In Presence of:  
Witness

Co-Partnership Principal

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

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

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

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

Corporate Principal

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

Attest:

AFFIX

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

SEAL

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

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

AFFIX

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

SEAL

Attest:

(SEAL)

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

\_\_\_\_\_  
Signature

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

**Acknowledgement**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**1. Educational Background**

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

**2. Employment History**

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

Employer	Dates of Employment (from/to)	Position Held

**3. Project References**

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

Contact Person	Company Name	Telephone & Email
Description of Project		

Contact Person	Company Name	Telephone & Email
Description of Project		

Contact Person	Company Name	Telephone & Email
Description of Project		

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

**5. Similar Project/Contract Experience**

List at least three (3) prior projects.

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

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

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