CROWD MANAGEMENT

TU-2313

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: All bids shall be submitted electronically in accordance with this RFP, Section IV.

MINORITY BUSINESSES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION

KEY INFORMATION SUMMARY SHEET

CROWD MANAGEMENT

TU-2313

RFP ISSUE DATE:	10/12/2022
RFP ISSUING OFFICE:	Towson University Procurement Office
PROCUREMENT OFFICER REPRESENTATIVE:	Destiny Young 410-704-2050 Fax: 410-704-8233 Email: dyoung@towson.edu
PROCUREMENT OFFICE LOCATION:	Towson University Procurement Department Administration Building, 4th Floor 7720 York Road Towson, MD 21204
PRE-BID/PROPOSAL CONFERENCE:	10/19/2022– 11:00AM – Conference Call Web X Link will be provided
DEADLINE FOR QUESTIONS:	10/24/2022 – 4:30PM
CLOSING DATE/TIME: (Not a Public Bid Opening)	11/30/2022 – 2 PM
ORAL PRESENTATIONS:	TBD
CONTRACT TERM:	July 1, 2023 - June 30, 2025, with two (2) one year renewal option at the discretion of the University.

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

NOTICE TO BIDDER/OFFERORS

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

Project No.: TU-2313 Project Title: Crowd Management

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

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

Explanation:_____

_____

_____

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

Remarks:_____

_____

_____

Bidder/Offeror Name: _____

Contact Person: _____

Signature: _____ Date:_____

Address:_____

Email: _____ Phone:_____

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SECTION I. INFORMATION FOR OFFERORS

A.SUMMARY STATEMENT

Towson University (hereinafter "University") is seeking a qualified and experienced contractor to provide Crowd Management Services in accordance with *Section V. Specifications* of this solicitation.

B.ISSUING OFFICE AND PROCUREMENT OFFICER

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

C.PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held as noted on the Key Information Summary Sheet. Offerors shall submit questions in writing to the Procurement Officer prior to the pre-proposal conference. Offerors are encouraged to attend.

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

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

D.QUESTIONS AND INQUIRIES

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

E.INSURANCE

1. The Bidder shall secure, pay the premiums for, and keep in force until the expirations of the contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Bidder under the contract. Upon award, the successful Bidder shall furnish certificates of insurance.

    a. Commercial General Liability Insurance including all extensions; $2,000,000 each occurrence; $2,000,000 personal injury; $2,000,000 products/completed operations; and $2,000,000 general aggregate.

    b. Workmen's Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland.

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

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

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

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

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

F. PROPOSAL DUE DATE

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

G. DURATION OF PROPOSAL OFFER

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

H. PROCUREMENT METHOD

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

I. BASIS FOR AWARD

1. The University may classify a proposal as "not reasonably susceptible of being selected for award" if it is incomplete or does not meet minimum requirements. The University may also determine that an offeror is non-responsible, i.e., does not have the capacity in all respects to perform the work required. Should a proposal be judged not reasonably susceptible of being selected for award, or an offeror found not responsible, the proposal will not be considered further; offeror will be notified accordingly.

2. Proposals will be evaluated by an evaluation committee. The committee will recommend award to the responsible offeror whose proposal is determined to be the most advantageous to the University, considering both technical factors and price.

3. Award pursuant to this solicitation is final only upon approval by the appropriate office of the University System of Maryland (USM) and/or the State of Maryland, and contract execution on behalf of the University.

J. TERM OF CONTRACT

The term of the contract shall be from July 1, 2023 to June 30, 2025. The University shall have the option to exercise two 2) one-year renewal options, said options to be exercised at the sole discretion of the University.

Contractor shall ensure proposed rates account for current rate increases in Maryland's minimum wage law approved by the Maryland General Assembly. The terms, conditions, and pricing of the contract shall govern the renewal periods, except that renewal rates may be adjusted, upon submission of documented price increases, by the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) as published by the Federal Government for the DC/MD/VA/WV Region for the latest available 12-month period. In no case will the increases exceed the CPI-U as described herein.
https://www.bls.gov/regions/mid-atlantic/dc_washington_md.htm#eag

K. ALTERNATE PROPOSALS

Neither multiple nor alternate proposals will be accepted.

L.MINORITY BUSINESS ENTERPRISE UTILIZATION

❑ An MBE subcontract participation goal of 10% percent of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this percentage of the total dollar amount of the contract will be performed by certified minority business enterprises.

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

M.LIQUIDATED DAMAGES PROVISION RELATED TO MBE GOAL

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

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

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

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

3. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.

4. Failure to meet the Contractor's total MBE participation goal and sub-goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

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

END OF SECTION I

SECTION II. GENERAL INFORMATION FOR OFFERORS

A. PURPOSE

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

B. ADDENDA TO THE RFP

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

C. PRE-PROPOSAL MODIFICATION OR WITHDRAWAL OF OFFERS

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

D. CANCELLATION OF SOLICITATION/REJECTION OF ALL PROPOSALS

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

E. DISCUSSIONS

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

F. ORAL PRESENTATIONS

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

G. INCURRED EXPENSES

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

H. ARREARAGES

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

I. VERIFICATION OF REGISTRATION AND TAX PAYMENT

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

J. ECONOMY OF PREPARATION

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

K. PUBLIC INFORMATION ACT NOTICE

Offeror shall give specific attention to identification of those portions of its proposal considered confidential, or containing proprietary information or trade secrets. Upon request, offeror shall provide

justification why such material should not be disclosed by the University under the Public Information Act, Title 4, Subtitle 3 of the General Provisions Article, Annotated Code of Maryland.

L. EXECUTION OF PROPOSALS

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

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

2. Partnership and Joint Venture. Submit the proposal in the name of the partnership or joint venture. Clearly state the partnership name and the identity of each general partner, and execute all affidavits and certificates on behalf of the partnership, or on behalf of each general partner. No provision of any agreement among partners will be binding on the University unless it is disclosed in the offeror's proposal. Reasonable evidence satisfactory to the University of the authority of one partner to bind other purported partners is required. It is recommended that the proposal contain a copy of the partnership agreement, if one exists. If no partnership agreement exists, and if the number of general partners is reasonably small, each general partner should execute all required documents included in the proposal. At the University's option, all general partners may be required to sign the proposal. Failure to present the University with satisfactory information concerning a purported partnership or joint venture may be grounds for finding a proposal unacceptable.

3. Corporation. An officer or authorized agent of the corporation shall sign with full name, indicate title, and include the name and address of the corporation. In the case of an authorized agent, enclose a letter from an officer of the corporation authorizing said individual to act on behalf of the corporation.

M. DISCREPANCIES, EXPLANATIONS AND CLARIFICATIONS

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

N. ORDER OF PRECEDENCE

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

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

No modifications to this order of precedence will be accepted.

O. REQUIRED CONTRACT PROVISIONS

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

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

P. OFFEROR RESPONSIBILITIES

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

Q. FALSE STATEMENTS

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

R. PAYMENT TO THE CONTRACTOR; TAXES

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

S. PRESS RELEASES

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

T. RECIPROCAL PREFERENCE

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

U. VENDOR ELECTRONIC FUNDS TRANSFER REGISTRATION

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

V. 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 this RFP is the basis for the standards that have been incorporated in the Maryland regulations.

W. INTERGOVERNMENTAL COOPERATIVE PURCHASING

The University reserves the right to extend the terms, conditions, and prices of the contract awarded pursuant to this solicitation to other institutions of the University System of Maryland, and to other state educational institutions (e.g., St. Mary's College, Morgan State University, and Baltimore City Community College) and public agencies with similar requirements. Each such entity will issue its own purchasing documents; Towson University assumes no contractual obligations on behalf of other users of its

contracts. The forgoing applicability of terms, covenants, and conditions to future contracts is intended to provide consistency in contracts among contractors. It is not intended to preclude an institution from negotiating terms unique to its specific need or circumstances.

X. 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.**

Y. SMOKING

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

END OF SECTION II.

SECTION III. EVALUATION PROCEDURE

A. EVALUATION COMMITTEE

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

B. QUALIFYING PROPOSALS

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

C. TECHNICAL EVALUATION

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

D. FINANCIAL EVALUATION

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

E. DISCUSSIONS - BEST AND FINAL OFFERS

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

F. EVALUATION CRITERIA

1. Technical and financial merit shall be accorded equal importance.
2. The technical evaluation criteria are listed below in descending order of importance:

   a. Approach and compliance with all requirements, criteria and specifications of the RFP (Section V).
   b. Company experience of no less than five years working in higher education environment.
   c. Key Personnel proposed to provide services under resulting contract to include their roles within the agency. Offeror must identify at least one primary account contact.

G. FINAL RANKING AND SELECTION

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

H. DEBRIEFING

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

END OF SECTION III.

SECTION IV. INFORMATION REQUIRED IN ALL PROPOSALS

A. ORGANIZATION OF TECHNICAL PROPOSAL SUBMISSION

1. The technical proposal must be submitted electronically not later than the date and time indicated on the Key Information Summary Sheet.

2. Submit via e-mail as an **attachment**. The e-mail address in which to submit the bid is **bids@towson.edu.** This e-mail address is for the receipt and storage of authorized Bids **ONLY**. It is not monitored for any other type of correspondence. All other correspondence should be directed to the appropriate procurement representative per the instructions contained in this document. The **project name and number must appear in subject line of email** along with your **company name**.

3. Any email attachment, or cumulative email attachments, at or exceeding 150MB in size will not be accepted by the University email system. Bidders are permitted to separate email attachments into multiple, clearly labeled, emails.

4. If product literature and other publications are needed to supplement offeror's response, include a reference to the document name and page in text, and insert the product literature, etc. following the last section of the response.

B. TRANSMITTAL LETTER

Each technical proposal shall be covered by a transmittal letter, prepared on the offeror's business stationery, signed by an individual who is authorized to bind the firm to all statements, proposed services, and prices offered. **Do not include price information in the transmittal letter.**

C. TECHNICAL PROPOSAL

1. Ensure that it is page-numbered and prepared in a clear and concise manner that addresses each part of the RFP. **Do not include price information in the technical proposal**.

2. Organize the technical proposal in the same sequence as Section V of this RFP, and address each separate item herein, confirming compliance and describing in detail how offeror proposes to meet or exceed each requirement.

D. TECHNICAL PROPOSAL CONTENTS

1. Executive Summary. A brief synopsis that demonstrates offeror's understanding of the University's requirements, highlighting offeror's proposed solution.

2. Technical Proposal. Narrative discussing all objectives and requirements as outlined in Section V of this RFP. Organize the technical response in the same sequence as Section V of this RFP, and address each separate item herein, confirming compliance and describing in detail how offeror proposes to meet or exceed each requirement.

3. Key Personnel. Using Exhibit L, provide the names of key offeror personnel proposed for the University's project, if awarded, emphasizing specific experience on contracts similar in scope and volume to the requirements of this RFP. Note: offeror shall submit forms only for personnel reasonably expected to be committed to the University for the duration of the project. Include, a minimum, information on the shop manager, and the service representative proposed for assignment to the University's contract.

4. Company Profile. Complete the Company Profile form included with this RFP (Exhibit F), noting the website to be consulted for additional company information.

5. Subcontractors. List each subcontractor proposed for the University's contract, with a complete description of its role and involvement. Duplicate the "Company Profile" form as necessary for this response.

6. Offeror Experience on Similar or Relevant Projects. Complete the Firm Experience Form (Exhibit G), providing not less than three comparable projects previously undertaken by offeror. Identify the similarities and differences between projects recently completed and the proposed project. Documented success with higher education institutions (IHEs) is preferred. The University reserves the right to make such investigations, as it deems necessary to confirm the responsibility of offeror. In the absence of information clearly indicating that the offeror is responsible, the Procurement Officer shall make a determination of non-responsibility.

7. Additional Documentation. Furnish any additional documents that may become part of the final agreement (e.g., Software License Agreements, General Terms & Conditions, etc.).

8. References. Furnish reference data for not less than three (3) comparable projects currently underway or completed, including the name and telephone number of the project manager and/or procurement officer for each. The University reserves the right to make such investigations as it deems necessary to confirm the responsibility of offeror.

9. The University reserves the right to request offeror to furnish its most recent annual financial statements or other financial report to confirm financial capacity and stability.

E. BID/PROPOSAL AFFIDAVIT

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

F. CONTRACT AFFIDAVIT

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

G. MBE UTILIZATION AFFIDAVIT

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

H. PERFORMANCE BOND

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

I. ADDENDA ACKNOWLEDGMENT FORM

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

END OF SECTION IV.

SECTION V. SPECIFICATIONS/SCOPE OF WORK

A. BACKGROUND

Towson University is an academic environment. Contractor will manage events in a professional and proactive way using effective reasoning and conflict resolution, while avoiding, not encouraging, or escalating problems. The Contractor will provide staff to enhance the patrons' experience in a safe and pleasant environment. Contractor will work with patrons to gain compliance with University procedures. When the Contractor is unable to gain patrons' compliance, Contractor's staff will communicate with the University police or the University event manager to have uncooperative patrons removed from the event and/or campus.

Contractor shall provide highly specialized full-service crowd management, including tailgating and security services, for events and programs held at the University Union, West Village Commons, SECU Arena, the Towson Center Arena, Unitas Stadium and adjacent areas, the sports complex, and other outdoor venues on the University campus. Services required may include bag searches, pat-downs, metal detection services, and operation of equipment for event ingress. Events may include University-sponsored and external-type activities held at the University, such as dances and parties, athletic competitions, concerts, career fairs, charity fundraisers, commencement ceremonies, and other events as designated the University. On average, events at the University last approximately five (5) hours, and a given activity may require one (1) to ninety (95) Contractor staff. **Attachment B** details the event dates and coverage used during Fiscal Year 2018.

Contractor services are required throughout the calendar year and will be requested on an as-needed basis. There is no guaranteed minimum usage. Towson University and Contractor will agree upon a reasonable, mutually acceptable minimum time and method for notification of services requested.

Details of the specific staffing requirements, event type and special needs or circumstances will be reviewed when the order is placed for each event. The specific duties and needs will be reviewed with the onsite supervisor(s) on the day of the event

B. SCOPE of WORK/SPECIFICATIONS

Offeror shall provide their detailed approach to meeting each of the requirements below in their technical proposal. We will comply are not acceptable responses.

The Contractor shall:

C. CONTRACTOR RESPONSIBILITIES

1. General Requirements
   a. The determination of staff roles, duties, assignments, and reporting functions shall be a shared responsibility of Contractor and the University.
   b. Contractor will provide the University contact information for off hours to include home and cell numbers for emergency purposes. This information must be updated whenever there is a change in Contractor's personnel.
   c. Contractor will conduct at least two (2) annual, site inspections of staff during University events by management personnel. The site inspection will include a review of company's personnel and will be followed with a written summary of their observations including problems or inadequacies observed along with the corrective action taken on the day of the event and any implemented changes for long-term resolution. The written summary will be forwarded to the Director of

Events and Conference Services within two (2) weeks of the visit.

d. Contractor's staff will have a working knowledge of local, state and Federal laws and regulations (e.g., drinking age, substance abuse, etc.).

e. Contractor is responsible for ensuring all staff is familiar with Towson University Emergency Procedures. The University will furnish emergency procedures to the awarded bidder.

f. Contractor's employees are prohibited from carrying any type of weapon, including, but not limited, to firearms, knives, pepper spray, or night sticks while working a University event.

g. Contractor's staff shall not arrest patrons for violations of local, state, and Federal laws. Arrest is the responsibility of the University police and other law-enforcement agencies.

h. Contractor will own, or rent at their own expense, a minimum of twenty-five (25) two-way radios and ten (10) metal detectors to use at University events.

2. Staff Qualification Requirements

Contractor shall ensure the following has been completed for Contractor personnel assigned to University events:

a. Training, at minimum, as described in **Attachment A**, has been completed as well as any other training required by the State of Maryland and or Baltimore County.

b. At a minimum, event security/crowd-management personnel, tailgating personnel, and event supervisors/managers shall possess a current certification by the Maryland State Police (MSP) as a security officer in the State of Maryland. Contractor shall forward quarterly to the University a copy of their staff roster that will include each associates: Job Title, Employment Status, Last Name, First Name, Hire Date and Guard Card Number. If the staff member is Uncertified, "Processing" will be placed in lieu of the guard card number. The Contractor may provide an Uncertified (noted as processing) individual to work as a security guard if:

(1) Contractor has submitted to the Secretary of the MSP (Secretary) the application of the individual for certification as a security guard, fingerprint cards, and records fee as required; and

(2) The Secretary has not disapproved the application; or

(3) The individual has obtained and currently possesses certification by the Maryland Police and Corrections Training Commission as a police officer; have submitted an application for, Maryland State Police (MSP) security officer.

c. Security/crowd-management personnel, tailgating personnel, and event supervisors/managers that are MSP certified and those that are defined as Uncertified shall comprise a minimum of 95% of total number of staff at events requiring these positions. Individuals who are not Certified or Uncertified, will not be permitted to assume security or crowd control positions.

d. Contractor will complete background checks for all staff scheduled for University

events. Contractor's employees will not be permitted to work University events if they have been convicted of a felony or crime of violence.

e. Contractor shall ensure all assigned staff shall have excellent customer service as it is a paramount consideration in all programming at the University.

3. Staffing Requirements

Contractor shall recruit, hire, train, and deploy a staff of ushers, ticket-takers, crowd-management personnel, supervisors, and managers for designated events at the University. Contractor shall be under the direct supervision of University personnel while providing the defined services for the University. Contractor's staff will be assigned as follows:

a. Events held in the University Union and elsewhere as specified: Staffing for programs will be determined on a case-by-case basis. At least one (1) supervisor shall be present at each event. With the University's approval, the supervisor may be considered as working an assignment in addition to being the duty-supervisor.

b. Events scheduled for sports complex areas: A ratio of one (1) supervisor per ten (10) staff members. With the University's approval, the supervisor may be considered as working an assignment in addition to being the duty-supervisor.

c. Notification of Staffing Requirements: Contractor will notify the University a minimum of four (4) business days in advance if unable to provide adequate staffing for a particular event.

d. Reporting for duty: Contractor's staff shall report to the event site no later than thirty (30) minutes prior to the scheduled start time for briefing and instructions from University personnel.

4. Position Duties and Responsibilities:

a. Supervisor/Manager

(1) Shall demonstrate:

(a) Mature judgment

(b) Assertiveness

(c) Ability to analyze the conduct of patrons, determine the appropriateness of that behavior, and respond accordingly

(d) Supervisor/Manager is expected to be:

i. Highly adaptable to changing circumstances

ii. Cordial and respectful, yet firm in manner

iii. Proactive, rather than reactive, to difficult situations

iv. Trained in crowd-management techniques

v. In possession of proper security license or certification

(2) Shall perform the following duties:

(a) Evaluate and assign available personnel according to individual strengths and abilities

(b) Communicate effectively with University event managers and other University officials

(c) Attend all day of event briefings and debriefings

(d) Provide substantive input regarding staff management

(e) Report to the event site earlier than other event personnel. Time will be determined by the University event manager and indicated on the staffing request

(f) Perform light labor such as moving supplies and equipment, as required

(g) Assign a supervisor to sign in all staff members in and out on the call sheet to ensure work times have been accurately recorded. The supervisor/manager that is assigned to handle the sign in process is to sign the call sheets taking responsibility for this process.

(h) Communicate with Contractor's staff

(i) Ensure contactor's staff receives breaks (depending on the length of the event)

(j) Act as the liaison between Contractor's staff and the University event manager

(3) Supervisor/Manager may not use force except for self-defense or to protect the individual or others from injury or harm unless attempting to administer first aid. Supervisor/Manager may not administer first aid unless trained to do so, and then will not deliver treatment beyond their training.

(4) All Supervisor/Managers are responsible for having a working knowledge of Towson University Event Management & Staffing Manual of Operations and all TU Building Emergency Plans (BEP) for venues in which events will take place. The University will furnish these documents to the awarded bidder.

(5) Supervisor/Manager must have their MSP Security Card and are responsible for the following positions:

(a) Event Security/Crowd-Management Personnel

(b) Tailgating Personnel

(c) Usher Personnel

(d) Ticket Taker Personnel

(e) Set-up Personnel

b. Event Security/Crowd-Management Personnel (Security)

(1) Security will be positioned within the event site and in surrounding areas for crowd control and maintaining order.

(2) Security shall:

(a) Control patron access at the event site and, at the discretion of the sponsoring group/organization or the University event coordinator, deny access to patrons, who, on the basis of their behavior, are intoxicated, impaired, or could be a threat to themselves or other people.

(b) Conduct visual checks of all patrons. This includes coats and jackets, gym bags, handbags, and other hand-carried items. Metal-detection checks and/or same-sex pat-down searches may be required.

(c) Control disorderly or disruptive incidents. At the discretion of the University event manager, patrons in such circumstances may be

evicted from the event or the facility.

(d) Clear the event site of all patrons in a reasonable, orderly manner at the conclusion of the event.

(e) Remain on site after all patrons have departed for debriefing by University personnel.

(f) Be capable of assuming any position, other than Supervisor/Manager at an event.

(g) Be experienced in event security and crowd management duties, ushering, ticket-taking, bag/bottle checks, pat- downs, metal detection, credential checking, and dressing room/locker room responsibilities.

(h) Assist with light set-ups or breakdowns, which may include light lifting.

(3) Security may <u>not</u> use force except for self-defense or to protect the individual or others from injury or harm unless attempting to administer first aid. Security may not administer first aid unless trained to do so, and then will not deliver treatment beyond their training.

(4) Security shall be able, willing, and experienced in properly and safely managing mosh pits, body surfing and slam dancing.

c. Tailgating Personnel

(1) Tailgating personnel monitor parking lots to ensure University tailgating procedures are followed and the activities are maintained in a safe environment. At a minimum, the following duties will be performed:

(a) Hand out trash bags and cups among patrons, not standing at the entrance.

(b) Identify underage drinking/possession of alcohol. A patron drinking alcohol that appears under the age of 21 or bringing attention to himself will be asked for identification.

(c) Notify the command post to have a University police officer respond to under-age drinking.

(d) Approach misbehaving patrons and advise them to cease and desist inappropriate behavior. In the event of non- compliance contact the command post for police assistance.

(e) Assess violence or fighting; notify the University police through the command post. Intervene only if necessary to protect the patron(s) from themselves or others.

(f) Assist in clearing the parking lots 1 hour after the game's end.

(g) Report the total number of patrons checked for identification to the Supervisor/Manager at the end of the event for the department of transportation's report.

(2) Tailgating personnel may not use force except for self-defense or to protect the individual or others from injury or harm unless attempting to administer first aid. Security may not administer first aid unless trained to do so, and then will not deliver treatment beyond their training.

(3) Tailgating personnel will be trained by Contractor, as it relates to the University's tailgating policies prior to assignment.

d. Usher Personnel
   (1) Will have knowledge of the facility's layout.
   (2) Will check tickets and ensure patrons are in their assigned seats, if necessary.
   (3) Will ensure University policies are followed.
   (4) Will report patrons who do not follow policies to Supervisor/Manager.
   (5) Will assist with light set-up or breakdown which may include light lifting.
   (6) Will monitor patrons, not watch the event or game.

e. Ticket Taker Personnel
   (1) Will take and tear or scan the ticket as appropriate.
   (2) Will ensure that the ticket is for the correct event and date.
   (3) May be required to count the ticket stubs.
   (4) Will assist with light set-ups or breakdowns, which may include light lifting.

f. Setup Personnel
   (1) Shall demonstrate:
      (a) Attention to detail
      (b) Arrives for work promptly as scheduled
      (c) Able to work independently and follow directions
      (d) Able to lift 75 pounds
      (e) Able to be on feet with physical activity for long period of time

   (2) Shall perform the following duties:
      (a) Setup and breakdown of tables and chairs
      (b) Help to setup and remove stages, pipe and drape and carpet floors.
      (c) Other setup needs as may be required.

5. Liquidated Damages

Because the safety of all patrons may be compromised, failure to meet the expected numbers of staffing arranged for an event will result in liquidated damages as follows:

a. <u>More than 10% and up to 20% of required staff do not show for the event:</u> 10% of Contractor's invoice for the event will be deducted to cover the expenses of additional duties and University personnel.
b. <u>More than 20% of required staff do not show for the event</u>: 20% of Contractor's invoice for the event will be deducted to cover the expenses of additional duties and University personnel

6. Removal of Unacceptable Staff

a. The University may dismiss any individual inappropriately dressed, demonstrating unprofessional behavior, or who has an uncooperative attitude. Contractor will be

paid only for the time the dismissed individual worked.

b. The University will maintain a list of Contractor's employees who do not meet the University's standards or have been placed on the list due to poor customer service, failure to follow directions after warning, or other reasons deemed a concern by the University. Contractor's employees so designated shall not be assigned to any future University event.

7. Uniforms and Appearance

Contractor's employees are to dress in a good condition uniform provided by Contractor and approved by the University. Uniform standards will be agreed upon in advance, based on the event type. University personnel will communicate the event type when arranging for staff for each event. Contractor will ensure that their employees are uniformed correctly. Contractor's employees are expected to project a professional image at all times. Contractor is responsible for providing inclement weather gear when necessary.

8. Invoice/Billing Procedures

a. Contractor will only be paid for actual hours worked unless the University event manager releases Contractor's staff early for non-disciplinary reasons. The University will pay the minimum hours per staff member released as defined in Section V.E.1.E

b. Contractor will submit a separate invoice for each event. The invoice shall detail the event date, event title, purchase order number, and is to bill for the hours signed for by the University's event manager. The invoice shall identify the charges by position, number of personnel, hours worked, and equipment charges, if any. A call sheet listing each staff member who worked, their position, signature, report in and out scheduled times, actual sign in and sign out times, guard card number or listed as "Processing" and the total hours worked for each staff member will be provided as backup to the invoice. Each event will be on a separate invoice. Invoices are to be e-mailed within four (4) Business days after the event date and are to be sent to:

Towson University
Financial Services
Accounts Payable
8000 York Road
Towson, MD 21252

c. Each quarter, the Contractor will forward to the University a copy of their staff roster that will include each associate's: Job Title, Employment Status, Last Name, First Name, Hire Date and Guard Card Number. If the staff member is Uncertified, "Processing" will be placed in lieu of the guard card number.

D. CONTRACTOR QUALIFICATIONS

1. Contractor shall have a minimum of five (5) years continuous full-service event management and staffing experience at various types of events in an academic setting.
2. At a minimum, Contractor will employ position types as listed on **Attachment A**.
3. Contractor must have an established local staff pool to sufficiently administer University events.
4. Contractor is responsible for training all personnel at their own expense.
5. Subcontracting, other than to meet the minority business enterprise (MBE) participation is not permitted.
6. Contractor shall have experience in management of mosh pits, body surfing, and slam dancing. (Key Personnel Form and Reference Forms will be used to substantiate the qualifications)

E. DUTIES AND RESPONSIBILITIES OF TOWSON UNIVERSITY

1. Staffing
   a. The University shall have the final determination of the number and hours of staff required for each event.
   b. The University reserves the right to cancel or modify staff requirements with at least twenty-four (24) hours' notice. In the event of an official University closing, or other issue that results in an event being cancelled, within the twenty-four (24) hour period, Contractor will cancel staff to avoid them reporting for duty. The University will pay for the minimum time of those employees that report to work.
   c. The determination of staff roles, duties, assignments, and reporting functions will be a shared responsibility of the University and Contractor.
   d. The University retains the right to determine the specific skills and qualities of staff for a given event.
   e. The University reserves the right to dismiss portions of Contractor's staff during an event, if it is determined that those personnel are no longer required. In such instances, the University shall remain responsible for the payment of the minimum of four (4) hours (unless otherwise agreed in writing) to which the dismissed staff is entitled under this agreement.
   f. The assigned University event manager will be responsible for verification of the attendance for hours worked by Contractor's staff.

2. Briefing/meeting space

   On the day(s) of the event, the University will provide Contractor with an appropriate facility for the purpose of conducting staff briefings and other administrative functions related to Contractor's services

3. Equipment

   a. The University shall make the final determination on the need for and the number of radios for specific events. As required, Contractor shall provide hand-held walkie-talkies and/or headset communication devices for its staff. Radios are required for Contractor's key personnel and locations for all SECU Arena and Unitas Stadium events, and other events as specified.
   b. On occasion, the University may request the contractor to provide metal detectors for use at University events. The University owns metal detectors and will only

request additional metal detectors be provided by the contractor on an as-needed basis.

END OF SECTION V

Attachment A

Required Training for Event Management Staff

Vendor must ensure that personnel attend Just in Time training by Towson University Office of Public Safety designee for large scale events and at the discretion of TU OPS as deemed necessary. This training shall occur prior to the start of the event and shall include but may not be limited to:

- Clery Act and reporting Training
- Active Assailant Training
- Any subsequent identified training as required by Towson University

By submitting a response to this solicitation, the bidder or offeror agrees to the training requirements above.

Required Maryland State Training					
Training	**Usher & Ticket Taker Personnel**	**Event Security Crowd Management Personnel**	**Tailgating Personnel**	**Event Supervisor**	**Event Manager**
Maryland State Fire Marshall Crowd Manager On-line Training		X		X	X

Required Internal Contractor Training					
Training	**Usher & Ticket Taker Personnel**	**Event Security Crowd Management Personnel**	**Tailgating Personnel**	**Event Supervisor**	**Event Manager**
Bag Checks	X	X		X	X
Body Searches	X	X		X	X
General Customer Service	X	X	X	X	X
Metal Detection Equipment		X		X	X
Conflict Resolution	X	X	X	X	X
Crowd Control		X	X	X	X
Body Surfing And Mosh Pits Procedures		X		X	X
Dealing With Guests Who May Be Intoxicated	X	X	X	X	X
Problem Solving	X	X	X	X	X

Attachment B

Approximate Events and Hours Worked by Position - FY 2018

Average Usage in Previous Years										
		Manager		Supervisor		Crowd Control		Tailgating /Non-Secur.		Radio Rental
Dates	Department	# of Staff	# of Hours	# of Staff	# of Hours	# of Staff	# of Hours	# of Staff	# of Hours	# of Radios
6/29 /2017- 7/2/2017	Events			10	89.5	66	547.25	2	15	
09/01/17	Events	1	5	7	39	47	246.25	1	5	18
09/02/17	Athletics	8	64.5	18	98.75	47	294.25	16	102	24
09/02/17	Events			1	5	4	15			
09/04/17	Events			1	6	4	24			
09/06/17	Events					2	8			
09/19/17	Events			1	4	5	20			
09/30/17	Athletics	7	54	13	93.75	41	253.5	16	102	24
10/14/17	Athletics	9	70	14	93.25	40	243.25	10	58.5	24
10/21/17	Events			4	44.25	20	221.5	3	27.25	12
10/24/17	Events			4	20.75	24	111.25			10
10/27/17	Events			1	4	6	24			
10/28/17	Athletics	7	58.25	13	83.5	38	219.25	15	82.25	24
11/09/17	Events			1	4	3	12			
11/13/17	Athletics	4	16.5	13	53.75	18	72	3	12	18
11/17/17	Events			4	17.5	23	101.5	1	4	
11/17/17	Events			1	4	5	20			
11/18/17	Athletics	4	33.25	13	89.5	45	284	12	77	24
11/23/17	Events	1	7.5	8	48.5	70	412.5	4	24	24
11/27/17	Athletics			3	13	14	55	7	28	18
12/01/17	Events			3	13.5	17	71.5	1	4.5	
12/01/17	Events			1	4.75	5	23			
12/02/17	Events			3	13.5	17	71.5	1	4.5	
12/06/17	Athletics	3	13.25	9	39.25	22	93.5	2	8.5	16
12/09/17	Events			1	5	3	15			
12/09/17	Athletics	3	14.75	3	12	27	108.25	2	8	16
12/10/17	Events			3	13	19	82.5	2	9	
12/11/17 - 12/18/17	Events			5	20	15	71			
12/15/17	Events	1	6	8	53.75	80	444.5	3	14.25	24
12/20/17 - 12/21/17	Events			12	62	94	425.75	4	18.25	
01/05/18	Athletics	2	8.5	8	33.25	17	68	7	28	12
01/06/18	Events			3	17	19	105.5	2	11.5	
01/07/18	Athletics			3	14.5	28	112	3	12	12
01/11/18	Athletics			3	13.75	28	115.75	2	8	12

Attachment B

Approximate Events and Hours Worked by Position - FY 2018

01/18/18	**Athletics**			3	14.25	30	120	1	4	12
01/19/18	**Events**			3	13	13	72.5			
01/20/18	**Events**			3	13	17	86.5			
01/25/18	**Athletics**			3	13.5	31	125			12
01/27/18	**Athletics**			3	16.75	29	114.75	2	8	12
01/31/18	**Events**			3	20.5	16	94.5			
02/02/18	**Events**			3	17.5	21	116			
02/10/18	**Athletics**			3	14.5	31	124	1	4	12
02/15/18	**Athletics**	5	20.5	9	38	15	59.75	6	24	12
02/17/18	**Athletics**	1	5.5	3	16.5	5	25.5	1	5.5	5
02/17/18	**Athletics**	5	20.5	6	25	21	64	4	20	12
02/20/18	**Events**			3	16.5	15	78.25			
02/23/18	**Events**			3	15.5	17	83			
02/24/18	**Events**			3	17.5	21	132.25			
02/24/18	**Athletics**			4	17	5	23	2	10	5
03/03/18	**Athletics**			3	16	6	28	1	5	15
03/08/18	**Events**			2	20	10	90			
03/09/18	**Events**			2	20	9	90			
03/10/18	**Events**			2	23	8	92	1	11.5	
03/11/18	**Events**			3	13	20	86.5			
03/13/18	**Events**			2	8.5	14	61.75			
03/16/18	**Events**			3	14	18	84			
03/17/18	**Athletics**			6	32	7	34.5	3	17.5	8
03/24/18	**Athletics**	2	13.5	6	40	2	13	4	26	
03/26/18	**Events**			2	24					
03/30/18	**Events**			1	4.25	4	23.5			
04/06/18	**Athletics**	1	5	4	20	3	15	2	10	5
04/06/18	**Events**			3	20	22	126.5			
04/07/18	**Events**			3	19	22	113.5			
04/13/18	**Events**			1	5.25	6	31.5			
04/14/18	**Events**			1	5.25	4	21			
04/14/18	**Events**			2	26.25	14	159			
04/18/18	**Events**			1	9	3	27			
04/19/18	**Events**			3	18	21	101.25	1	5	
04/20/18	**Events**			5	31.75	27	139			
04/21/18	**Athletics**			2	10	4	20	4	19.5	5
04/21/18	**Events**	1	7	9	49.5	27	161.5	25	125	
04/21/18	**Events**			1	4	8	32			

Attachment B

Approximate Events and Hours Worked by Position - FY 2018

04/26/18	**Events**			3	17.5	11	56	2	10	
04/28/18	**Athletics**			3	15.75	7	35	1	5	5
04/28/18	**Events**			2	26.5	17	144.75			
05/02/18	**Events**			1	4	5	20			
05/04/18	**Events**			5	30.25	13	74			
05/08/18	**Events**			5	22.5	10	43.5	1	4	
05/09/18	**Events**			5	26	12	70			
05/11/18	**Athletics**			1	8.5	9	77.5			5
05/13/18	**Athletics**			1	6.5	7	38.5	1	5.5	5
05/15/18	**Events**			2	8	18	68.5			
05/15/18	**Events**			16	101	1	11			
05/16/18	**Events**			1	4	9	32			
05/18/18	**Events**			3	25.25	19	141.5	3	22.25	
05/25/18	**Events**			1	4	1	4			
05/29/18	**Events**			3	13.5	28	124.5	1	4	
05/29/18	**Events**			3	15	27	109.5	11	4	
05/30/18	**Events**			3	13.5	26	130.75	2	8	
05/30/18	**Events**			3	13.5	21	83.25	2	8	
05/30/18	**Events**			3	15	28	125	2	9	
05/31/18	**Events**			3	13.5	23	107.5	2	8	
05/31/18	**Events**			3	15	25	101.5			
06/01/18	**Events**			3	12	23	105.25	3	12	
06/01/18	**Events**			3	15	24	94.5	1	4	
06/02/18	**Events**			3	14	31	148.75	1	4	
06/02/18	**Events**			3	13.5	24	103	3	13.5	
06/02/18	**Events**			3	15	20	76.5	3	16.5	
06/04/18	**Events**			3	13.5	24	108	3	12	
06/04/18	**Events**			3	15	23	96	2	8	
06/05/18	**Events**			3	14	22	101	3	12	
06/05/18	**Events**			3	13.5	24	96	4	16	
06/05/18	**Events**			3	15	24	96.5	2	8	
06/06/18	**Events**			3	13.5	30	132	3	12	
06/06/18	**Events**			3	15	26	104.25			
06/07/18	**Events**			3	13.5	28	121.5			
06/07/18	**Events**			3	15	29	117.5			
06/08/18	**Events**			2	11.75	11	55			
06/14/18	**Events**			1	9	2	18			
TOTALS		**65**	**423.5**	**422**	**2356.5**	**2075**	**10486.5**	**231**	**1149.25**	**442**

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 not any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

The Contractor 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 contact, if the total contract price is expected to exceed $100,000 or a smaller amount set by the procurement officer; or

b. A change order or contract modification, expected to exceed $100,000 or a smaller amount set by the procurement officer.

c. The price under this contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. The Contractor represents and warrants that it will, for so long as it retains nonpublic personal information, implement and maintain in place the necessary information security policies and procedures for (i) protecting the confidentiality of such nonpublic personal information, (ii) protecting against any anticipated threats or hazards to the security or integrity of such nonpublic personal information, and (iii) protecting against the unauthorized access to or use of such nonpublic personal information. These terms apply to all subcontractors employed by the Contractor who perform work under the scope of the agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

35. I-9 Requirement

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

36. Local Conditions Covering Work

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

37. Mandated Contractor Reporting of Suspected Child Abuse & Neglect

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

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

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

38. Maryland Law Prevails

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

39. Non-Hiring of Employees

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

40. Non-Discrimination

The Contractor will comply with all applicable Federal and State laws, rules and regulations involving non-discrimination on the basis of race, color, creed, religion, national origin, age, sex, political affiliation, marital status, veteran status, condition of disability, or other non-merit factor. In addition, Towson University's policies, programs, and activities comply with federal and state laws and University System of Maryland regulations prohibiting discrimination on the basis of race, color, religion, age, national origin, sex, disability, and sexual orientation. Provisions for reasonable accommodations shall be made by the Contractor for handicapped applicants and qualified handicapped individuals.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

employees when such loss or damage may be attributable to their actions or negligence or the actions or negligence of their employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) not otherwise inconsistent with the contract documents.

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

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

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

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

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

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

C. AFFIRMATION REGARDING OTHER CONVICTIONS RETAINED

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

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

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

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

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

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 *et seq*., or the Mail Fraud Act, 18 U.S.C. §1341 *et seq*., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1) - (5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

D. AFFIRMATION REGARDING DEBARMENT

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

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, *et seq*., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (indicate reasons why the affirmations cannot be given without qualification):

F. SUB-CONTRACT AFFIRMATION

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

G. AFFIRMATION REGARDING COLLUSION

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

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

H. CERTIFICATION OF TAX PAYMENT

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

I. CONTINGENT FEES

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

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

J. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned bidder or offeror certifies that, in accordance with State Finance & Procurement Article, §17-705:

(i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and

(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

(2) The undersigned bidder or offeror is unable to make the above certification regarding its investment activities in Iran due to the following activities:

K. ACKNOWLEDGEMENT

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

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

SIGNATURE OF AUTHORIZED REPRESENTATIVE & AFFIANT **DATE**

PRINT NAME OF AUTHORIZED REPRESENTATIVE & AFFIANT

TITLE OF AUTHORIZED REPRESENTATIVE & AFFIANT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

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

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

(1)	☐	Corporation	☐ domestic (i.e., organized in Maryland) or	☐	foreign;
(2)	☐	Limited Liability Co.	☐ domestic or	☐	foreign;
(3)	☐	Partnership	☐ domestic	☐	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

SAMPLE

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:

SAMPLE

(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

SAMPLE

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

PART 1 - INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS DOCUMENT

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

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

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

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

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

5. **Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a Contract, a procurement agency may count the distinct, clearly defined portion of the work of the Contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the overall

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

- ✓ In order to receive credit for self-performance, an MBE prime must be certified in the appropriate NAICS code to do the work and must list its firm in the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform.
- ✓ For the remaining portion of the overall goal and the remaining subgoals, the MBE prime must also identify on the MBE Participation Schedule the other certified MBE subcontractors used to meet those goals or request a waiver.
- ✓ These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime's ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.
- ✓ Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the contract has subgoals, regardless of MBE Prime's ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to use other MBEs for each of any remaining subgoals or request a waiver. As set forth in Attachment 1-B Waiver Guidance, the MBE Prime's ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.
- ✓ In certain instances where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to the Governor's Office of Small Minority & Women Business Affairs' website for the MBE Prime Regulations Q&A for illustrative examples. http://www.goMDsmallbiz.maryland.gov/Documents/MBE_Toolkit/MBEPrimeRegulation_QA.pdf

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

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

8. **Materials and Supplies: New Guidelines Regarding MBE Participation.**

- ✓ Regular Dealer (generally identified as a wholesaler or supplier in the MDOT Directory): Up to 60% of the costs of materials and supplies provided by a certified MBE may be counted towards the MBE participation goal(s) if such MBE is a Regular Dealer of such materials and supplies. Regular Dealer is defined as a firm that owns, operates, or maintains a store, a warehouse, or any other establishment in which the materials, supplies, articles, or equipment are of the general character described by the specifications required under the contract and are bought, kept in stock, or regularly sold or leased to the

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

Example for illustrative purposes of applying the 60% rule:

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

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

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

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

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

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

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

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

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

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

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

Subgoals (if applicable)

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

Overall Goal

Total MBE Participation (include all categories):	**10** _____%

PART 2 - MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE

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

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

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

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

_____ percent for African American-owned MBE firms

_____ percent for Hispanic American-owned MBE firms

_____ percent for Asian American-owned MBE firms

_____ percent for Women-owned MBE firms

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

OR

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

Additional MBE Documentation

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

(a) Good Faith Efforts Documentation to Support Waiver Request (Attachment D-1C)

(b) Outreach Efforts Compliance Statement (Attachment D-2);

(c) MBE Subcontractor/MBE Prime Project Participation Statement (Attachments D-3A and 3B);

(d) Any other documentation, including additional waiver documentation if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

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

Information Provided to MBE firms

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

PART 3 - MBE PARTICIPATION SCHEDULE

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

Prime Contractor	Project Description	Project/Contract Number

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

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

MBE Prime Firm Name:_____

MBE Certification Number: _____

(If dually certified, check only one box.)

☐ African American-Owned
☐ Hispanic American- Owned
☐ Asian American-Owned
☐ Women-Owned
☐ Other MBE Classification

NAICS code: _____

Percentage of total Contract Value to be performed with own forces and counted towards the MBE **overall participation goal** (up to 50% of the overall goal):_____% **Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.**

Percentage of total Contract Value to be performed with own forces and counted towards the **subgoal**, if any, for my MBE classification (up to 100% of not more than one subgoal):_____%

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

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

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

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

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

Description of the work to be performed with MBE prime's own forces:
_____
_____

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

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

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

CONTINUE ON SEPARATE PAGE IF NEEDED

PART 4 – SIGNATURE PAGE

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

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

Bidder/Offeror Name *(PLEASE PRINT OR TYPE)*	Signature of Authorized Representative
Address	Printed Name and Title
City, State and Zip Code	Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

D-1B WAIVER GUIDANCE

GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

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

I. Definitions

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

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

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

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

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

II. Types of Actions Agency will Consider

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

A. Identify Proposal Items as Work for MBE Firms

1. Identified Items of Work in Procurements

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

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

2. Identified Items of Work by Offerors

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

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

B. Identify MBE Firms to Solicit

1. MBE Firms Identified in Procurements

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

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

2. MBE Firms Identified by Offerors

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

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

C. Solicit MBEs

1. Solicit <u>all</u> Identified Firms for all Identified Items of Work by providing written notice. The Offeror should:

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

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

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

2. "<u>All</u>" Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the Offeror provides written solicitations.

3. "<u>Electronic Means</u>" includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the Offeror must make the information available in a manner that is accessible to the interested MBE.

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

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

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

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

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

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

D. Negotiate with Interested MBE Firms

Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:
   (a) the names, addresses, and telephone numbers of MBE Firms that were considered;
   (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and
   (c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.
2. The Offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.
3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for the Offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether an MBE Firm's quote is excessive or unreasonable include, without limitation, the following:
   (a) dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Offeror;
   (b) percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Offeror;
   (c) percentage that the MBE subcontractor's quote represents of the overall contract amount;
   (d) number of MBE firms that the Offeror solicited for that portion of the work;
   (e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
   (f) number of quotes received by the Offeror for that portion of the work.
4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
5. The Offeror may not use its price for self-performing work as a basis for rejecting an MBE Firm's quote as excessive or unreasonable.
6. The "average of the other subcontractors' quotes received" by the Offeror refers to the average of the quotes received from all subcontractors. Offeror should attempt to receive quotes from at least three subcontractors, including one quote from an MBE and one quote from a Non-MBE.
7. The Offeror shall not reject an MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the Offeror concludes is not acceptable, the Offeror must provide a written detailed statement listing the reasons for this conclusion. The Offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
   (a) The factors to take into consideration when assessing the capabilities of an MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.
   (b) The MBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of Proposals in the efforts to meet the project goal.

E. Assisting Interested MBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the Offeror Offeror made reasonable efforts to assist interested MBR Firms in obtaining:

1. The bonding, lines of credit, or insurance required by the procuring agency or the Offeror; and
2. Necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

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

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

IV. Documenting Good Faith Efforts

At a minimum, the Offeror seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 Business Days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

A. Items of Work (Complete Good Faith Efforts Documentation Attachment D-1C, Part 1)

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

B. Outreach/Solicitation/Negotiation

1. The record of the Offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). **(Complete Outreach Efforts Compliance Statement - D-2)**.
2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:
   (a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, e-mail, telephone, etc.) (**Complete Good Faith Efforts Attachment D-1C- Part 2, and submit letters, fax cover sheets, e-mails, etc. documenting solicitations**); and
   (b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

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

1. For each MBE Firm that the Offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the Offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
2. For each certified MBE Firm that the Offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Offeror's conclusion, including the quotes received from all MBE and Non-MBE firms proposing on the same or comparable work. **(Include copies of all quotes received.)**
3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by an MBE Unavailability Certificate (see **D-1B - Exhibit A** to this Part 1) signed by the MBE contractor or a statement from the Offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the Offeror's Good Faith Efforts.
2. Submit any other documentation the Offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

D-1B - Exhibit A
MBE Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of _____
(Name of Minority firm)

located at _____
(Number) (Street)

_____
(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. _____

in _____ County by _____
(Name of Prime Contractor's Firm)

****

2. _____ (Minority Firm), is either unavailable for the work/service or unable to prepare a Proposal for this project for the following reason(s):

_____

_____

_____

_____

****

_____
(Signature of Minority Firm's MBE Representative) (Title) (Date)

_____
(MDOT Certification #) (Telephone #)

****

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

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

_____
(Signature of Prime Contractor) (Title) (Date)

D-1C
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PAGE__ OF ___

Prime Contractor:	**Project Description:**	**PROJECT/CONTRACT**
Offeror Company Name, Street Address, Phone		**Solicitation #:**

Parts 1, 2, and 3 must be included with this certificate along with all documents supporting your waiver request.

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

Company:

_____

Company Name (please print or type)

By:

_____

Signature of Authorized Representative

Printed Name:

_____

Printed Name

Title:

_____

Title

Date:

_____

Date

Address:

_____

Company Address

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

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

PAGE__ OF ___

Prime Contractor:	**Project Description:**	**PROJECT/CONTRACT**
Offeror Company Name, Street Address, Phone		**Solicitation #:**

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

Identified Items of Work	**Was this work listed in the procurement?**	**Does Offeror normally self-perform this work?**	**Was this work made available to MBE Firms? If no, explain why not.**
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No

☐ Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PART 2 – IDENTIFIED MBE FIRMS AND RECORD OF SOLICITATIONS

PAGE__ OF ___

Prime Contractor:	**Project Description:**	**PROJECT/CONTRACT**
Offeror Company Name, Street Address, Phone		**Solicitation #:**

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

Name of Identified MBE Firm & MBE Classification	**Describe Item of Work Solicited**	**Initial Solicitation Date & Method**	**Follow-up Solicitation Date & Method**	**Details for Follow-up Calls**	**Quote Rec'd**	**Quote Used**	**Reason Quote Rejected**
Firm Name: MBE Classification (Check only if requesting waiver of MBE subgoal.) ☐ African American-Owned ☐ Hispanic American- Owned ☐ Asian American-Owned ☐ Women-Owned ☐ Other MBE Classification		Date: □ Mail □ Facsimile □ E-mail	Date: □ Phone □ Mail □ Facsimile □ E-mail	Time of Call: Spoke with: _____ □ Left Message	□ Yes □ No	□ Yes □ No	□ Used Other MBE □ Used Non-MBE □ Self-performing
Firm Name: MBE Classification (Check only if requesting waiver of MBE subgoal.) ☐ African American-Owned ☐ Hispanic American- Owned ☐ Asian American-Owned ☐ Women-Owned ☐ Other MBE Classification		Date: □ Mail □ Facsimile □ E-mail	Date: □ Phone □ Mail □ Facsimile □ E-mail	Time of Call: Spoke with: _____ □ Left Message	□ Yes □ No	□ Yes □ No	□ Used Other MBE □ Used Non-MBE □ Self-performing

☐ Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PART 3 – ADDITIONAL INFORMATION REGARDING REJECTED MBE QUOTES

PAGE__ OF ___

Prime Contractor:	**Project Description:**	**PROJECT/CONTRACT NUMBER:**
Offeror Company Name, Street Address, Phone		**Solicitation #:**

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

Describe Identified Items of Work Not Being Performed by MBE (Include spec/ section number from Proposal)	**Self-performing or Using Non-MBE (Provide name)**	**Amount of Non-MBE Quote**	**Name of Other Firms who Provided Quotes & Whether MBE or Non-MBE**	**Amount Quoted**	**Indicate Reason Why MBE Quote Rejected & Briefly Explain**
	□ Self-performing □ Using Non-MBE _____	$_____	_____ □ MBE □ Non-MBE	$_____	□ Price □ Capabilities □ Other
	□ Self-performing □ Using Non-MBE _____	$_____	_____ □ MBE □ Non-MBE	$_____	□ Price □ Capabilities □ Other
	□ Self-performing □ Using Non-MBE _____	$_____	_____ □ MBE □ Non-MBE	$_____	□ Price □ Capabilities □ Other
	□ Self-performing □ Using Non-MBE _____	$_____	_____ □ MBE □ Non-MBE	$_____	□ Price □ Capabilities □ Other
	□ Self-performing □ Using Non-MBE _____	$_____	_____ □ MBE □ Non-MBE	$_____	□ Price □ Capabilities □ Other
	□ Self-performing □ Using Non-MBE _____	$_____	_____ □ MBE □ Non-MBE	$_____	□ Price □ Capabilities □ Other

☐ Please check if Additional Sheets are attached.

D- 2
OUTREACH EFFORTS COMPLIANCE STATEMENT

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

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

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

   _____

   _____

   _____

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

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

   _____

   _____

   _____

4. Please Check One:

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

  _____

  _____

  _____

5. Please Check One:

_____ Offeror did attend the pre-Proposal conference.

_____ No pre -Proposal meeting/conference was held.

_____ Offeror did not attend the pre-Proposal conference.

PLEASE PRINT OR TYPE

Company:

Company Name (please print or type)

By:

Signature of Authorized Representative

Printed Name:

Printed Name

Title:

Title

Date:

Date

Address:

Company Address

D-3A
CERTIFED MBE SUBCONTRACTOR PARTICIPATION CERTIFICATION

INSTRUCTIONS:

PRIME CONTRACTOR: After completing SECTIONS A, B, and D, provide this form to ***each*** certified Minority Business Enterprise subcontractor (MBE) listed on the MBE Participation Schedule (Attachment D-1A) allowing sufficient time for the MBE to respond within the required timeframe.

CERTIFIED MBE SUBCONTRACTOR: Complete SECTION C to acknowledge and certify the information in SECTION A. Return the completed form directly to the Procurement Officer identified in SECTION D within 10 days after notice from the Prime Contractor of the State's intent to award the Contract. Provide a copy to the Prime Contractor.

IF THIS FORM IS NOT RETURNED WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE PRIME CONTRACTOR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

SECTION A

Provided that (Prime Contractor)_____is awarded the State contract in conjunction with Solicitation Number_____, (Prime Contractor) _____ intends to enter into a subcontract with (Certified MBE Subcontractor) _____ with MDOT Certification Number_____committing to participation by (Certified MBE Subcontractor)_____of at least $_____which equals_____% of the Total Contract Value for the following products/services:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

The Contractor and certified MBE each acknowledge that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. The Contractor and certified MBE each solemnly affirms under the penalties of perjury that: (i) the information provided in this Certified MBE Subcontractor Participation Certification is true to the best of its knowledge, information and belief, and (ii) it has fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a Contractor may not identify a certified MBE in a Bid/Proposal and:

(1) fail to request, receive, or otherwise obtain authorization from the MBE to identify the MBE in its Bid/Proposal;

(2) fail to notify the MBE before execution of the Contract of its inclusion of the Bid/Proposal;

(3) fail to use the MBE in the performance of the Contract; or

(4) pay the MBE solely for the use of its name in the Bid/Proposal.

SECTION B – Prime Contractor

Signature of Representative:

_____

Printed Name and Title:

_____

Prime Firm's Name: _____

Federal Identification Number: _____

Street Address, City, State, Zip Code:

_____

_____

Phone:_____

Date: _____

SECTION C – Certified MBE Subcontractor

Signature of Representative:

_____

Printed Name and Title:

_____

MBE Firm's Name: _____

Federal Identification Number: _____

Street Address, City, State, Zip Code:

_____

_____

Phone:_____

Date: _____

SECTION D

This completed form is due to the Procurement Officer on or before: _____

Solicitation #:_____Solicitation Title: _____

Agency/Dept.:_____Procurement Officer: _____

Phone:_____Email:_____

Street Address, City, State, Zip Code:

_____

_____

D-3B
MBE PRIME PROJECT PARTICIPATION CERTIFICATION

Please complete and submit this form to attest to each specific item of work that your MBE firm has listed on the MBE Participation Schedule (Attachment D-1A) for purposes of meeting the MBE participation goals. This form must be submitted within 10 Business Days of notification of apparent award. If the Offeror fails to return this affidavit within the required time, the Procurement Officer may determine that Proposal is not susceptible of being selected for Contract award.

Provided that_____(Prime Contractor's Name) with Certification Number _____ is awarded the State contract in conjunction with Solicitation No. _____, such MBE Prime Contractor intends to perform with its own forces at least $_____which equals to____% of the Total Contract Amount for performing the following goods and services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE) For Construction Projects, General Conditions must be listed separately	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

MBE Prime Contractor

Company:

Company Name (please print or type)

FEIN:

Federal Identification Number

Company Address: _____

Phone:

Printed Name:

Title:

By:

Signature of Authorized Representative

Date:

D-4A
Minority Business Enterprise Participation
Prime Contractor Paid/Unpaid Invoice Report

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

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:	E-mail:	
MBE Subcontractor Name:		Contact Person:	
Phone:	FAX:	E-mail:	
Subcontractor Services Provided:			

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

- If more than one MBE subcontractor is used for this contract, you must use separate **Attachment D-4A** forms. Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in **Attachment D-4B**.
- **Return one copy (electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

Towson University
Procurement Department
8000 York Road
Towson, MD 21252
MBE@towson.edu
PH: (410) 704-2171

Prime Contractor Signature_____ Date: _____

D-4B
Minority Business Enterprise Participation
MBE Prime Contractor Report

MBE Prime Contractor:	Contract #:
Certification Number:	Contracting Unit:
Report #:	Contract Amount:
Reporting Period (Month/Year):	Total Value of the Work to the Self-Performed for purposes of Meeting the MBE participation goal/subgoals:
MBE Prime Contractor: Report is due to the MBE Liaison by the 10th of the month following the month the services were provided. **Note: Please number reports in sequence**	Project Begin Date:
	Project End Date:

Contact Person:			
Address:			
City:		State:	ZIP:
Phone:	FAX:	E-mail:	

Invoice Number	**Value of the Work**	**NAICS Code**	**Description of Specific Products and/or Services**

Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):

Towson University
Procurement Department
8000 York Road
Towson, MD 21252
MBE@towson.edu
PH: (410) 704-2171

Prime Contractor Signature_____ Date: _____

D-5
Minority Business Enterprise Participation
MBE Subcontractor Paid/Unpaid Invoice Report

Report #:	Contract #:
Reporting Period (Month/Year):	Contracting Unit:
Report is due by the 10th of the month following the month the services were performed.	MBE Subcontract Amt:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:					
MDOT Certification #:					
Contact Person:					
Address:					
City:			State:		ZIP:
Phone:	FAX:		E-mail:		
Subcontractor Services Provided:					
List all payments received from Prime Contractor during reporting period indicated above.			**List dates and amounts of any unpaid invoices over 30 days old.**		
	Invoice Amount	**Date**		**Invoice Amount**	**Date**
1.			1.		
2.			2.		
3.			3.		
4.			4.		
Total Dollars Paid: $			**Total Dollars Unpaid: $**		
Prime Contractor:			Contract Person:		

Return one copy of this form to the following addresses (electronic copy with signature and date is preferred):

Towson University
Procurement Department
8000 York Road
Towson, MD 21252
MBE@towson.edu
PH: (410) 704-2171

Prime Contractor Signature_____ Date: _____

This Agreement made the _____ day of _____, Two Thousand and ____, by and between _____, herein called "Contractor" and Towson University, herein called "University." Witnesseth, that the Contractor and the University, for the consideration here mentioned agree as follows:

Article 1. Scope of Contract – The Contractor shall furnish all materials and perform all of the work described in the Contract Documents, and shall comply with all of the terms and conditions of the Contract Documents, all of which are made a part hereof and are referred to herein as "the Contract."

Article 2. Contract Documents – The Contract between the parties is set forth in the Contract Documents which consist of the following, listed in their order of precedence:

A. This Contract,
B. Towson University – Request for Proposal, for the Procurement of _____, Towson University, RFP No. _____ including all attachments, exhibits, and addenda, and subsequent Purchase Order, and
C. Contractor's Proposal dated _____, submitted in response to the RFP (hereinafter referred to as the "Proposal").

In the event of a conflict between the terms and conditions of any of the Contract Documents, the controlling terms and conditions shall be in the above listed order of precedence.

Article 3. Services – The Contractor's performance under this Contract shall be in accordance with the requirements generally set forth in the RFP and specifically described in Section V., Specifications and as set forth in the Contractor's Technical Proposal.

Article 4. Term of Contract – The term of the contract shall be one year from the date that the University provides the Contractor with a Notice to Proceed. The University shall have the option to exercise four annual renewal options, said options to be exercised at the sole discretion of the University. Should the University elect to renew the contract, all prices, terms and conditions will remain in effect.

Article 5. Contract Price – The University shall pay the Contractors as follows:

Total Project Cost $ _____

Article 6. Payment of State Obligations – Contractor will be paid for services rendered in accordance with the terms and conditions of the Contract Documents and upon submission of proper invoices submitted to the Towson University, Accounts Payable Office. The Contractor's Federal Identification Number and the University's Purchase Order number must be included on all invoices. Towson University is exempt from the payment of taxes and shall provide the Contractor with a copy of tax–exempt certificate upon request.

Electronic funds will be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

Article 7. Limitation of Liability – The University shall not be liable for any indirect, special or consequential damages, such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided in the Contract.

Article 8. Assignment – University may assign this Contract with Contractor's written consent, which shall not be unreasonably withheld.

SAMPLE

Article 9. <u>Entire Agreement</u> – This Contract, including all Contract Documents, constitutes the entire agreement between the University and the Contractor. No waiver, modification or amendment of any of the terms or conditions hereof shall be effective unless set forth in writing and duly signed by the Contractor and the University.

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized officer, agents or official on the day and year first above written.

CONTRACTOR

Witness	Corporate Officer or Authorized Agent	Date
	Printed Name & Title	

TOWSON UNIVERSITY

Witness	Authorized Agent	Date
	Printed Name & Title	

SAMPLE

Company Name: _____

Date of Incorporation: _____ State of Incorporation: _____

Type of Work Performed:

Number of Years in Business: _____

Other or former names under which your organization has operated: _____

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

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

Brief History of the Company:

Total Number of Employees: _____

Number of Field Employees (Excluding Supervisory): _____

Number of Field Supervisory Personnel: _____

Number of Office Personnel (Excluding Supervisory): _____

Number of Office Supervisory Personnel: _____

Bonding Co.: _____ Bonding Capacity: _____

Proposer: _____

Project Name: _____

Project Dollar Size: _____

Start Date: _____

Completion Date: _____

Client/Customer: _____

Address: _____

Contact Person _____

Telephone: _____

Email: _____

Project Manager: _____

Description of the Project:

Similarities Between this Project and TU Project:

Name of Bidder (Company): _____

Solicitation Number: _____

Project Title: _____

Due Date: _____

Acknowledgement

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

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		

Exhibit P
Pre-Bid/Proposal Conference Response Form

Project Name: _____

Project No.: _____

Company/Firm/Bidder/Offeror Name: _____

Contact Name: _____

Phone: _____

Email: _____

- I am a Certified Minority Business Enterprise: ☐ Yes ☐ No MDOT Certification #_____

A **VIRTUAL** Pre-Bid/Proposal Conference will be held on the date identified in the Key Summary Information Sheet via **Web X**. Please return this form not later than 48 hours in advance of the conference.

- I will attend the Pre-Bid/Proposal Conference: ☐ Yes ☐ No
- I intend to bid/propose for the above referenced solicitation: ☐ Yes ☐ No

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

- Number of representatives that will attend the Pre-Bid/Proposal Conference: _____
- Email addresses of representatives that will be attending the Pre-Bid/Pre-Proposal Conference:

Name: _____ Email address: _____

Name: _____ Email address: _____

Name: _____ Email address: _____

Name: _____ Email address: _____

Pursuant to Section 1.C of the Request for Proposals, "All potential offerors should confirm attendance by returning the Pre-Proposal Conference Response Form (Exhibit P), not less than 48 hours in advance of the conference. Once attendance is confirmed, the WebEx link will be provided."

All contractors, vendors, service providers (together, "Contractors"), Contractor personnel, subcontractors, and subcontractor personnel working on the Towson University ("TU") campus and in TU off-campus buildings and other facilities (together, "Campus") are expected to comply with the requirements contained in this document during the COVID-19 pandemic.

Contractors are responsible for ensuring that their subcontractors, including subcontractor personnel, comply with this Guidance. All references to Contractor personnel requirements also apply to subcontractor personnel.

1. **Documentation.** Contractors are required to have a written Infectious Disease Exposure Control Plan and/or written Safe Work Guidance document for COVID-19 exposure controls. This document must be readily available either in an online or paper document for review upon TU's request.

2. **Compliance with Executive Orders, Laws, Regulations, Ordinances, and Government Guidance.** Contractors must manage project sites, work areas, and work activities in accordance with all COVID-19 Federal, State, and local laws, regulations, ordinances, and guidance. TU expects all on- premise Contractor personnel to follow specific guidance related to COVID-19 issued by government agencies including, but not limited to, OSHA, Maryland Department of Health, CDC, Baltimore County Department of Health, TU's Department of Environmental Health & Safety, and TU's Health Center. In instances where guidance's are not in alignment, the contractor is to follow the most stringent guidance available.

3. **Community Protection.** Contractors are responsible for ensuring employees have face coverings and disinfection supplies identified for COVID-19 exposure controls and ensuring that contractor personnel are appropriately using such equipment and supplies. In the case of subcontractors performing work on TU premises, the Contractor is responsible for ensuring that its subcontractors are compliant with TU COVID-19 requirements for work performed on Campus.

   All Contractor personnel are required to use face coverings when (a) entering and leaving buildings and while inside buildings, (b) interacting with TU employees, students, and other individuals, and (c) when in outdoor public spaces where six feet of physical distance cannot be maintained. This applies to all TU facilities and spaces.

4. **Training and Access to Information.** Contractors are required to ensure that all employees and subcontractors who are engaged in work on Campus have been appropriately trained and have access to information addressing controls for the transmission of COVID-19, including but not limited to physical distancing, good hand hygiene, cough/sneeze etiquette, and effective use of face coverings and other personal protective equipment.

5. **Physical Distancing.** While engaged in work on Campus, Contractor personnel must maintain physical distancing (greater than 6 feet between persons) when entering and leaving buildings, while inside all buildings, and when moving through public spaces on Campus, unless maintaining physical distancing would, in the Contractor's professional opinion, (a) create a work hazard, or (b) impede completing the work. If Contractor personnel are not able to maintain physical distancing, they must wear face coverings.

6. **Hand Hygiene.** Contractor personnel are expected to maintain good hand hygiene practices, including but not limited to frequent hand washing or, in areas without access to soap and water, frequent use of hand sanitizer containing at least 60% alcohol. Contractor personnel shall refrain from shaking hands with others. In specific instances, such as performing work in research laboratories, use of protective gloves (examination gloves) may be required. In these instances, Contractor personnel must put on and take off gloves in the research area. Contractor personnel must dispose of gloves in laboratory trash or as indicated by the Campus Department Host, not in hallway or restroom trash cans.

7. **High-Touch Surface Cleaning.** Contractor personnel must clean and disinfect high-touch surfaces used by personnel in carrying out their work. After conducting work, or during regular intervals throughout the day, Contractor personnel must clean and disinfect high-touch surfaces. High touch areas include, but are not limited to, elevator buttons, door knobs/handles, stairwell railings, light switches, equipment, chairs.

   Contractors are responsible for providing and using disinfectants with registration numbers on the EPA List N Disinfectants for Use Against SARS-COV-2 for disinfecting surfaces touched or otherwise used by Contractor personnel. When conducting work in TU facilities, Contractor personnel shall not prop open doors.

8. **Symptom Monitoring.** It is the Contractor's responsibility to ensure that employees reporting to a job site on the TU campus are not ill. Contractors are required to perform daily symptom monitoring, for COVID-19 symptoms as defined by the CDC, for all employees who are engaged in work on TU's campus. Appendix 1 is the TU Symptom Monitoring Checklist for informational purposes. Contractors should not submit any employee health or symptom information to TU.

9. **Personnel COVID-19 Illness Reporting.** TU expects Contractors to report, within 4 hours of notification, any COVID-19 illness among Contractor personnel actively engaged in work on TU's Campus. Contractors and Contractor personnel must comply with the following practices:

   a. Contractor personnel are not to come to the TU Campus if they are feeling unwell for any reason.

   b. Contractor personnel who feel unwell while on campus are to follow their Company's procedures for reporting illness and leave campus.

   Contractors must report to TU Campus Department Host, within 4 hours of being notified, any known or presumed positive COVID-19 test, as determined by a healthcare provider, among Contractor and/or Subcontractor personnel actively engaged on Campus, or previously engaged on Campus during their infectious period (as per a healthcare provider's evaluation). Should a Contractor learn of a COVID-19 positive test of Contractor/Subcontractor personnel the Contractor must use the **COVID-19 Reporting Form** which can be found at https://towsonu.tfaforms.net/218605 to report the following information to the Campus Department Host:

      i. Contractor/Subcontractor Company name and key contact information.

      ii. The last date the Contractor/Subcontractor employee worked on Campus

      iii. Specific locations where services were rendered by the Contractor/Subcontractor employee of concern. Location information must include the building name(s), room number(s), wing(s), floor(s), jobsite(s), and if the site had controlled entry by the Contractor or its subcontractor.

      iv. A description of the activities in which the Contractor employee of concern was engaged.

      v. Names of any TU faculty, staff, or students known or suspected to have interacted with the Contractor employee of concern.

      vi. For project job sites, actions intended to clean and disinfect affected jobsite areas and confirmation that Contractor has carried out those actions.

Emergencies and Additional Information

For all emergencies that occur on TU's Campus, contact emergency services at **410-704-4444**. Notify the Campus Department Host as soon as conditions allow. Follow all Contractor policies for injury/incident reporting. For safety questions, the Campus Department Host is the main point of contact.

Appendix 1

TU COVID-19 Symptom Monitoring Checklist

Do not check "yes" if a symptom is related to a long-term health condition.

	YES	NO
Temperature of 100.4F or higher		
Chills		
New onset cough		
Trouble breathing		
Sore throat		
Unusual sinus pain		
New loss of taste or smell		
Nausea or vomiting		
Headache		
Muscle or body aches		
Excessive fatigue		
Diarrhea		
Are you waiting for results of a COVID-19 test you had because you had symptoms or were exposed?		
Are you caring for someone with COVID- 19 or possible COVID-19 infection?		

Note: This symptom monitoring checklist is provided for information only. Contractors should not submit any employee health or symptom information to TU.