



**INVITATION FOR BIDS  
FOR  
GLEN TOWER A PLUMBING RISER RENOVATION  
TU-1242**

**PROSPECTIVE OFFERORS WHO OBTAINED THIS DOCUMENT FROM THE UNIVERSITY'S WEBSITE, eMarylandMarkeplace.com, OR ANY SOURCE OTHER THAN THE PROCUREMENT OFFICER, SHOULD IMMEDIATELY PROVIDE THEIR NAMES AND EMAIL ADDRESSES TO THE ISSUING OFFICE, TO ENSURE RECEIPT OF ADDENDA AND OTHER COMMUNICATIONS REGARDING THE SOLICITATION.**

**PROCUREMENT DEPARTMENT  
8000 YORK ROAD  
TOWSON, MD 21252-0001  
(410) 704-2171**

**NOTE:  
IF YOU PLAN TO HAND DELIVER YOUR PROPOSAL OR USE AN OVERNIGHT COURIER,  
DELIVER THE BID TO THE PROCUREMENT DEPARTMENT LOCATED AT:**

**ADMINISTRATION BUILDING  
7720 YORK ROAD, 4<sup>TH</sup> FLOOR**

**FREE 20-MIN. PARKING METERS ARE AVAILABLE NEAR THE 1<sup>ST</sup>-FLOOR BUILDING  
ENTRANCE**

**DIRECTIONS TO THE UNIVERSITY AND A CAMPUS MAP**

**<http://www.towson.edu/main/maps/>**

**PARKING INFORMATION: <http://wwwnew.towson.edu/adminfinance/auxservices/parking/>**

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

**KEY INFORMATION SUMMARY SHEET**

**INVITATION FOR BIDS  
FOR  
GLEN TOWER A PLUMBING RISER RENOVATION  
TU-1242**

**IFB Issue Date:** January 27, 2012

**IFB Issuing Office:** Towson University Procurement Department

**Procurement Officer Representative:** Barbara Hufnagel  
Office Phone: 410-704-3486  
Fax: 410-704-8233  
e-mail: [bhufnagel@towson.edu](mailto:bhufnagel@towson.edu)

**USPS Mail Address:**  
(allow extra time) Towson University  
Procurement Department  
**8000 York Road**  
Towson, MD 21252  
Attention: Barbara Hufnagel

**Address for Overnight Mail and  
Hand Delivery:**  
(preferred) Towson University  
Procurement Department  
Administration Building, 4<sup>th</sup> Floor  
**7720 York Road**  
Towson, MD 21204

**Pre-Bid Conference:** February 7, 2012 – 1:30 PM  
Administration Building, Room 408

**Deadline for Questions:** February 17, 2012 – 4:30 PM

**Bids Due:** February 28, 2012 – 2:00 PM – A Public Bid Opening  
will be held in Administration Building, Room 426

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.

**UNIVERSITY SYSTEM OF MARYLAND  
TOWSON UNIVERSITY  
NOTICE TO OFFERORS/CONTRACTORS**

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

Bid/Proposal Number:   TU-1242   Entitled:   Glen Tower A Plumbing Riser Renovation  

- I. If you have responded with a "no bid" please indicate the reasons below:
- Other commitments preclude our participation at this time.
  - The subject of the solicitation is not something we normally provide.
  - We are inexperienced in the work/commodities required.
  - The specifications are either unclear or too restrictive (Explain below).
  - The scope of work is beyond our current capacity.
  - Doing business with Maryland Government agencies is simply too complicated (Explain below).
  - We cannot be competitive (Explain below).
  - Time allotted for completion of the bid/proposal response is insufficient.
  - Startup time is insufficient.
  - Bonding/Insurance requirements are prohibitive (Explain below).
  - MBE requirements (Explain below)
  - Bid/Proposal requirements (other than specifications or scope) are unreasonable or too risky (Explain below).
  - Prior experience with Towson University contracts was unprofitable or otherwise unsatisfactory (Explain below).
  - Payment schedule too slow.
  - Other: \_\_\_\_\_
- II. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the remarks section below.

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

Offeror Name: \_\_\_\_\_

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

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

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

E-Mail: \_\_\_\_\_

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

## TABLE OF CONTENTS

<b>SECTION I. PROCUREMENT OBJECTIVE .....</b>	<b>1</b>
A. SUMMARY STATEMENT .....	1
B. ISSUING OFFICE AND PROCUREMENT OFFICER.....	1
C. PRE-BID CONFERENCE.....	1
D. QUESTIONS AND INQUIRIES .....	2
E. SITE INVESTIGATION .....	2
F. BID SECURITY.....	2
G. LICENSES AND QUALIFICATIONS .....	2
H. BID DUE DATE.....	3
I. OPENING OF BIDS .....	3
J. DURATION OF BID OFFER .....	3
K. PROCUREMENT METHOD.....	3
L. AWARD .....	2
M. MULTIPLE BID OR ALTERNATE BIDS .....	3
N. MINORITY BUSINESS ENTERPRISE UTILIZATION .....	3
<b>SECTION II. GENERAL INFORMATION FOR VENDORS .....</b>	<b>5</b>
A. PURPOSE .....	5
B. REVISION TO IFB .....	5
C. PRE-BID MODIFICATION OR WITHDRAWAL OF OFFERS .....	5
D. CANCELLATION OF SOLICITATION/REJECTION OF ALL BIDS.....	5
E. INCURRED EXPENSES.....	5
F. ARREARAGES .....	5
G. VERIFICATION OF REGISTRATION AND TAX PAYMENT .....	5
H. ECONOMY OF PREPARATION.....	5
I. PUBLIC INFORMATION ACT NOTICE.....	5
J. EXECUTION OF BIDS.....	6
K. DISCREPANCIES, EXPLANATIONS AND CLARIFICATIONS .....	6
L. ORDER OF PRECEDENCE. ....	6
M. REQUIRED CONTRACT PROVISIONS .....	7
N. FALSE STATEMENTS.....	7
O. PAYMENT TO THE CONTRACTOR.....	7
P. VENDOR ELECTRONIC FUNDS TRANSFER REGISTRATION .....	7
Q. RECIPROCAL PREFERENCE .....	7
R. NON-VISUAL ACCESS .....	8
S. PARKING.....	8
T. SMOKING.....	8
<b>SECTION III. BID SUBMISSION REQUIREMENTS .....</b>	<b>9</b>
A. ORGANIZATION OF BIDS.....	9
B. SUBMITTAL REQUIREMENTS CHECKLIST.....	9
C. EVIDENCE OF BIDDER RESPONSIBILITY .....	9
<b>BID PRICE PROPOSAL FORM .....</b>	<b>2 Pages</b>

### EXHIBITS

- Exhibit A – Required Contract Provisions
- Exhibit A-1 – Environmental Health and Safety Requirements
- Exhibit B – Bid/Proposal Affidavit

- Exhibit E – Minority Business Enterprise Participation Package
- Exhibit F – Company Profile
- Exhibit G – Firm Experience
- Exhibit H – Bid Bond
- Exhibit I – Performance Bond
- Exhibit J – Payment Bond
- Exhibit K – Addenda Acknowledgment
- Exhibit L – Key Personnel Form

**SPECIFICATION BOOK** (*Separate Adobe File*).....212 Pages

**DRAWINGS** (*Separate Adobe Files*)

- G0.1 – M1.1 (*consist of 9 drawings*)
- P0.1 – PD1.6 (*consist of 7 drawings*)
- P1.1. – E1.1 (*consist of 10 drawings*)

## SECTION I. PROCUREMENT OBJECTIVE

### A. SUMMARY STATEMENT

Towson University is soliciting bids for the Glen Tower A plumbing riser renovation. The work includes demolition and replacement of plumbing risers, pumps, valves, and water heaters. The work also includes demolition and repair of shaft walls and ceilings as required to access and replace the existing plumbing risers.

Note: Requests for any substitutions must be submitted prior to the deadline for questions.

The schedule is as follows:

Occupy Building/Shut off utilities: May 30, 2012

Substantial Completion: July 23, 2012

Final Completions, cleaned, and ready for move-in: July 31, 2012

**This project includes liquidated damages in the amount of \$35,000.**

### B. ISSUING OFFICE AND PROCUREMENT OFFICER

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

### C. PRE-BID CONFERENCE

1. Prior to submitting its bid, each contractor is encouraged to attend the scheduled pre-bid conference to examine/ the facility and familiarize himself with the full nature and extent of the work to be done. They shall obtain for themselves all information that may be necessary for the satisfactory performance of the contract work and the cost thereof. It is the sole responsibility of the contractor to fully familiarize themselves with the areas involved and the extent of the services required by visual inspection. Failure to visit the site and become familiar with the conditions and requirements affecting the work will not relieve the successful contractor from the provisions of the contract and from completing the work for the consideration set forth.
2. Attendance is not mandatory, but is strongly recommended as additional information may result.
3. Towson University is committed to ensuring that persons with disabilities are given an equally effective opportunity to participate in and benefit from the university's programs and services. Persons with disabilities who might need reasonable accommodations should contact the Procurement Department at

least 72 hours before any meetings held in connection with this solicitation at (410) 704-2171

**D. QUESTIONS AND INQUIRIES**

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

**E. SITE INVESTIGATION**

By submitting a bid the vendor acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, and electric power. Any failure by the contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the cost of successfully performing the work. The University shall not be responsible for any conclusions or interpretations made by the contractor of the information made available by the University. Please note that one (1) site visit is mandatory.

**F. BID SECURITY**

1. If the total Bid Price is \$100,000.00 or more, each Bidder shall furnish with his bid price a "bid bond" (See Exhibit H) issued by a surety company licensed to issue bonds in the State of Maryland. The bond must be in an amount not less than five percent (5%) of the total amount of the base bid price and shall be in the form specified with the bid documents.
2. Certified checks, cash and other security in that amount are acceptable in lieu of a "bid bond", and shall be submitted with the Bid Price and subject to the same conditions as a bond.
3. Should the Bidder to whom the contract is awarded fail or be unable to execute the contract, for any reason, within ten (10) days after notification of award, then an amount equal to the difference between the accepted price, and that of the bidder to whom the award subsequently is made shall be paid to the University as liquidated damages.
4. The Bidder to whom a contract in excess of \$100,000.00 is awarded also must furnish Performance and Payment Bonds (See Exhibits I and J), each in the amount of one hundred percent (100%) of the contract price, including executed Change Orders, in the form specified with the bid documents. These must be provided at the time of the signing of the contract and prior to the start of any work.
5. Bid Bonds remain in effect a minimum of ninety (90) days from the bid due date.

**G. LICENSES AND QUALIFICATIONS**

1. Bidders must be licensed as required by Article 17-601 of the Business Regulations, Annotated Code of Maryland, and shall submit proof of current licensing with their bid. Bidders must have any/all certifications required in the specifications/scope of work by no later than the "Bid Due" date stated in the Key/Information Summary Sheet.

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

**H. BID DUE DATE**

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

**I. OPENING OF BIDS**

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

**J. DURATION OF BID OFFER**

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

**K. PROCUREMENT METHOD**

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

**L. AWARD**

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

**M. MULTIPLE BID OR ALTERNATE BIDS**

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

**N. MINORITY BUSINESS ENTERPRISE UTILIZATION**

An overall MBE subcontract participation goal of 25 percent of the total contract dollar amount has been established for this procurement. This percentage of the total dollar amount includes:

- A sub goal of 8 percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as African American-owned businesses.
- A sub goal of 3 percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as Hispanic-owned businesses.
- A sub goal of 3 percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as Asian-owned businesses.

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

minority business enterprises as specified.

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

**END OF SECTION I**

## SECTION II. GENERAL INFORMATION FOR VENDORS

### A. PURPOSE

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

### B. REVISIONS TO IFB

1. The University reserves the right to amend this solicitation at any time prior to the bid due date. If it becomes necessary to amend any part of this solicitation, the procurement officer will furnish addenda to all prospective bidders known to have received a copy of this IFB.
2. Each bidder shall acknowledge the receipt of all addenda issued by completing Exhibit K, Addendum Acknowledgment Form, and enclosing it with the bid.

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

Bids may be modified or withdrawn by written notice received at the Issuing Office before the bid opening date and time.

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

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

### E. INCURRED EXPENSES

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

### F. ARREARAGES

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

### G. VERIFICATION OF REGISTRATION AND TAX PAYMENT

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

### H. ECONOMY OF PREPARATION

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

### I. PUBLIC INFORMATION ACT NOTICE

Bidder shall give specific attention to identification of those portions of its bid considered confidential, or containing proprietary information or trade secrets. Upon request, bidder

shall provide justification why such material should not be disclosed by the University under the Access to Public Records Acts, Title 10, Subtitle 6 of the State Government Article, Annotated Code of Maryland.

**J. EXECUTION OF BIDS**

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

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

**K. DISCREPANCIES, EXPLANATIONS AND CLARIFICATIONS**

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

**L. ORDER OF PRECEDENCE**

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

1. the contract executed by the parties and/or Purchase Order issued by the University;
2. the solicitation, including Exhibit A (Required Contract Provisions) and all other Exhibits; and
3. the bid, as submitted by bidder and accepted by the University.

No modifications to this order of precedence will be accepted. Bidders who propose terms and conditions inconsistent with the requirements of the IFB must state those terms and conditions on the Bid/Price Proposal Form. 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.

**M. REQUIRED CONTRACT PROVISIONS**

Bids submitted, and contract(s) executed with the successful bidder, are subject to Exhibit A and Exhibit A-1 (if applicable). By submitting a response to this solicitation, the bidder accepts and agrees to all terms included in the solicitation, including Exhibits A and A-1 (if applicable). Bids that take exception to these terms may be rejected.

**N. FALSE STATEMENTS**

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

**O. PAYMENT TO THE CONTRACTOR**

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

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

**P. VENDOR ELECTRONIC FUNDS TRANSFER REGISTRATION**

Contractors of the State are required to complete a COT/GAD Form X-10, *Vendor Electronic Funds Transfer (EFT) Registration Request Form*, for each new contract with a value greater than \$200,000. Vendors must register for EFT by submitting a completed COT/GAD Form X-10 to the Comptroller's General Accounting Division (GAD) or request an exemption from GAD. The revised form is on the Comptroller's Web site at [http://compnet.comp.state.md.us/General\\_Accounting\\_Division/Vendors/Electronic\\_Funds\\_Transfer/default.shtml](http://compnet.comp.state.md.us/General_Accounting_Division/Vendors/Electronic_Funds_Transfer/default.shtml) (double-click on link).

**Q. RECIPROCAL PREFERENCE**

While Maryland law does not authorize state agencies to favor resident bidders, other states grant preferences to their residents over Maryland businesses. Therefore, a resident business preference may be given to a Maryland firm if: A responsible bidder whose headquarters, principal base of operations, or principal site that will provide the services required by this IFB is located in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice;

and the preference does not conflict with a Federal law or grant affecting the contract. The preference given shall be identical to the preference that the other state gives to its residents.

**R. NON-VISUAL ACCESS**

The Contractor shall ensure compliance in any applicable contract with State of Maryland IT Non-Visual Access Standards. The standards should be incorporated to the fullest extent possible for information technology contracts. These standards/ policies may be revised from time to time and the Contractor shall comply with all such revisions. The Non-visual Access Clause noted in COMAR 21.05.08.05 and referenced in the IFB is the basis for the standards that have been incorporated in the Maryland regulations.

**S. 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://wwwnew.towson.edu/adminfinance/auxservices/parking/> 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.**

**T. SMOKING**

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

**END OF SECTION II**

## SECTION III. BID SUBMISSION REQUIREMENTS

### A. ORGANIZATION OF BIDS

1. Bids must be submitted to the campus location of the Issuing Office not later than the date and time indicated on the Key Information Summary Sheet.
2. Submit one (1) clearly marked original and two (2) copies of each bid, in a sealed envelope. Indicate on the outside of the envelope the solicitation/ project number, bid due date, and bidder's name and address.
3. If technical data, product literature, or brochures are needed to supplement the bid, enclose those materials after the last required form.
4. Bids that are incomplete or that deviate from the format required in this section may be rejected.

### B. SUBMITTAL REQUIREMENTS CHECKLIST

Each bid must include the following:

1. **BID FORM**, typewritten or completed in ink and executed in accordance with the requirements in Section II. Each alteration to the Bid Form must be initialed, in ink, by the signatory.
2. **Exhibit B, BID/PROPOSAL AFFIDAVIT**, typewritten or completed in ink and executed in accordance with the requirements in Section II.
3. Attachment A, **Exhibit E, MINORITY BUSINESS UTILIZATION PACKAGE**.
4. **Exhibit F, COMPANY PROFILE**
5. **Exhibit G, FIRM EXPERIENCE**. Duplicate as necessary to furnish references for no less than three (3) comparable projects involving piping replacement in an Academic setting valued at \$400,000 or greater completed within the past five (5) years, or currently underway.
6. **Exhibit H, BID BOND**
7. **Exhibit L, KEY PERSONNEL FORM**. Provide the names of key personnel to be assigned to this project, if awarded, and a brief resume on each, including educational background, work experience with bidder, previous work experience with other firms, and specific experience similar to the current project.
8. **Exhibit K, ADDENDA ACKNOWLEDGMENT FORM**. Should one or more addenda be issued, each bidder must acknowledge receipt using this form, identifying each addendum by number and date, and signing the document.

### C. EVIDENCE OF BIDDER RESPONSIBILITY

The University may require any bidder to furnish additional information regarding past performance, financial capacity, technical expertise, or other qualifications bearing on performance of the contract, and reserves the right to consider any information

otherwise available, or to make such additional investigations as it deems necessary to confirm the responsibility of any bidder.

**END OF SECTION III**



**BID/PRICE PROPOSAL FORM**

BIDDER'S NAME: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_ GLEN TOWER A PLUMBING RISER RENOVATION \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_ TU-1242 \_\_\_\_\_

LIQUIDATED DAMAGES: \_\_\_\_\_ \$35,000 \_\_\_\_\_ per calendar day

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

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

**TOTAL COST OF PROJECT**

BASE BID ( \_\_\_\_\_ ) (\$ \_\_\_\_\_ )  
Words Numbers

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

\_\_\_\_\_  
Firm License Number Date Issued Place of Issuance  
(if applicable)

**Minority Business Enterprises:**

The undersigned certifies that the Bidder:

\_\_\_\_\_ IS NOT a Certified Minority Business Enterprise.

\_\_\_\_\_ IS a Minority Business Enterprise (MBE), certified by the Maryland Department of Transportation, and assigned the following certification number: \_\_\_\_\_  
(Certification Number)

**INDIVIDUAL PRINCIPAL**

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

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

Phone/Fax No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

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

**CO-PARTNERSHIP PRINCIPAL**

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

Phone/Fax No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

In the Presence of

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

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

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

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

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

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

Partner

**CORPORATE PRINCIPAL**

\_\_\_\_\_ Name of Corporation

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

Phone/Fax No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

\_\_\_\_\_ Federal Tax ID Number

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

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

Signature of Officer or Authorized Agent  
(Affix Corporate Seal)

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

\_\_\_\_\_ Title

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



## EXHIBIT A REQUIRED CONTRACT PROVISIONS

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. Amendment

The Contract Documents, as defined within the Contract, constitute the entire agreement between the parties hereto. All other communications between the parties prior to the execution of this Contract, whether written or oral, with reference to the subject matter of this Contract are superseded by the agreement contained herein. No amendment of this contract shall be binding unless in writing and signed by the parties.

### 2. 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 this Contract, shall, while such employee, become or be an employee of the party or parties hereby contracting with said State of Maryland or any department, commission, agency or branch thereof.

### 3. Maryland Law Prevails

This 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.

### 4. Affirmation Regarding Bribery Convictions

The Contractor shall submit with its bid/proposal an Anti-Bribery Affidavit in the form required by University System of Maryland (USM) Procurement Policies and Procedures (Bid/Proposal Affidavit, paragraph B).

### 5. 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 (Bid/Proposal Affidavit, paragraph C).

### 6. Debarment Affirmation

The Contractor shall submit with its bid/proposal a Procurement Affirmation in the form required by USM Procurement Policies and Procedures (Bid/Proposal Affidavit, paragraph D).

### 7. 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 (Bid/Proposal Affidavit, paragraph E).

### 8. Affirmation Regarding Sub-Contract

The Contractor shall submit with its bid/proposal a Procurement Affirmation regarding sub-contract in the form required by USM Procurement Policies and Procedures (Bid/Proposal, paragraph F).

### 9. Non-Collusion Affirmation

The Contractor shall submit with its bid/proposal a Non-Collusion Affirmation in the form required by USM Procurement Policies and Procedures (Bid/Proposal Affidavit, paragraph G).

### 10. Financial Disclosure Affirmation

The Contractor shall submit with its bid/proposal a Financial Disclosure Affirmation in the form required by USM Procurement Policies and Procedures (Bid/Proposal Affidavit, paragraph H).

### 11. Political Contribution Disclosure Affirmation

The Contractor shall submit with its bid/proposal a Political Contribution Disclosure Affirmation in the form required by USM Procurement Policies and Procedures (Bid/Proposal Affidavit, paragraph I).

### 12. Drug and Alcohol Free Workplace

The Contractor shall submit with its bid/proposal a certification concerning a drug and alcohol free workplace in the form required by USM Procurement Policies and Procedures (Bid/Proposal Affidavit, paragraph J).

### 13. 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 (Bid/Proposal Affidavit, paragraph K).

### 14. Contingent Fees Affirmation

The Contractor shall submit with its bid/proposal a Procurement Affirmation regarding contingent fees in the form required by USM Procurement Policies and Procedures (Bid/Proposal Affidavit, paragraph L).

### 15. Contract Affidavit

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

### 16. Disputes

a. This contract shall be subject to the provisions of Title 15, Subtitle 2, Part III of the State Finance and Procurement Article of the Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of the claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision. Unless a lesser period is provided by applicable statute or regulation, the Contractor must file a written notice of claim with the procurement officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the procurement officer its

written claim containing the information specified in COMAR 21.10.04.02.

b. Except as may otherwise be provided in the aforesaid Act or regulations, all disputes arising under or as a result of a breach of this Contract which 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.

(1) A voucher, invoice or request for payment that is not in dispute when submitted is not a claim under this clause. However, where the submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may be converted to a claim for the purpose of this clause.

(2) A claim by a Contractor shall be made in writing and submitted to the procurement officer for decision. A claim by the State shall be the subject of a decision by the procurement officer.

d. When a controversy 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.

e. In connection with any claim under this clause, the Contractor, at the discretion of the procurement officer, may be afforded an opportunity to be heard and to offer evidence in support of its claim.

f. The procurement officer shall promptly render a written decision on all claims. This 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 State. 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 the reasons for such time extension.

g. 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 thirty-(30) days of receipt of the decision.

## **17. 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.

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

If the Contractor fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of this Contract, the University may terminate this 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.

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

The performance of work under this 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 this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of this 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.

## **20. 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.

## **21. 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 this 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.

## **22. 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 this Contract.

## **23. Dissemination of Information**

a. During the term of this Contract, the Contractor shall not release any information related to the services or performance of the services under this Contract nor publish any final reports or documents without the prior written approval of the University.

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

#### **24. 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 this 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 this Contract. The University shall be the owner for purposes of copyright, patent or trademark registration.

#### **25. Retention of Records**

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

#### **26. 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 below.

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.

#### **27. Compliance with Laws**

The Contractor hereby represents and warrants:

a. That 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. That 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 this Contract.

c. That it shall comply with all Federal, State and local laws, ordinances and rules and regulations applicable to its activities and obligations under this Contract.

d. That it shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any, necessary to the performance of its obligations under this Contract.

#### **28. Subcontracting or Assignment**

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

#### **29. 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 this 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 this Contract.

#### **30. 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 completed upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of this Contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

#### **31. 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).

#### **32. Delivery**

Delivery shall be made in accordance with bid specifications. The State 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 shall 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.

#### **33. 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.

#### **34. Inspection by the University**

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

conformity with these specifications and the adequacy of the work being performed.

### **35. 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.

### **36. Responsibility for Damage**

- a. The Contractor shall repair and restore to its original condition any equipment, materials or surfaces damaged by his operations.
- b. The Contractor shall be entirely responsible for any loss or damage to his own materials, supplies, and equipment, and to the personal property of his 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.

### **37. 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.

### **38. 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.

### **39. 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.

### **40. Cost and Price Certification**

a. 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:

- (1) A negotiated contract, if the total contract price is expected to exceed \$100,000 or a smaller amount set by the procurement officer; or
- (2) A change order or contract modification, expected to exceed \$100,000 or a smaller amount set by the procurement officer.

b. 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.

### **41. Intellectual Property**

Contractor agrees to indemnify and save harmless the State, 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 this contract.

### **42. Civil Rights Act of 1964**

Vendors and Contractors providing materials, equipment, supplies or services to the State under this Contract herewith assure the State that they are conforming to the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1988, and 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.

### **43. 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 this contract succeeding the first fiscal period, this 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 this 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 shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

### **44. Contract 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 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 State. 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 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 this contract.

#### **45. 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.

#### **46. 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 Article 40A, 3-101 et seq of the Annotated Code of Maryland.

#### **47. Compensation and Method of Payment**

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

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

a. Except as provided in b, the use of 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.

#### **49. 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.

#### **50. 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 they 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 he/she introduced onto the job site.

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

#### **51. 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 this Contract.

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

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

(3) Owner's Landlord's and Tenant's and Contractor's bodily injury liability insurance, with limits of not less than \$500,000 for each person and \$2,000,00 for each accident.

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

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

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

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

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

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

## **52. Prohibition Against Shifting Maryland Income to Out-of-State Affiliates:**

Contractor may not, for any period during the Contract term, seek to reduce the amount of Contractor's income subject to Maryland income tax by payments made to an affiliated entity or an affiliate's agent for the right to use trademarks, trade names, or other intangible property associated with Contractor. Contractor agrees that during the course of this Contract it shall not make any such royalty or similar payments to any affiliated company; and if any such royalty or similar payments are made, Contractor and the affiliated company shall file separate Maryland income tax, under a formula that reasonably apportions the income of the affiliated company among the states, including Maryland, in which the Contractor does business. Contractor agrees that it is authorized to bind its affiliated entities to the terms hereof.

## **53. Software Contracts:**

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

of Maryland, as amended from time to time. This Agreement shall be governed by the common law of Maryland relating to written agreements, as well as other statutory provisions, other than UCITA, which may apply, and shall be interpreted and enforced as if UCITA had never been adopted in Maryland.

Vendor 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 Vendor.

## **54. 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 this 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 Customer, or (ii) compelled by law, in which case the Contractor will provide notice of such disclosure to the Customer.

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 person 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 this agreement.

## **55. I-9 Requirement**

Contractor warrants and represents that it is currently in compliance, and that during the term of this 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 Contractors.



## EXHIBIT A-1 ENVIRONMENTAL HEALTH AND SAFETY REQUIREMENTS

The Contractor must contact the TU's Department of Environmental Health and Safety (EHS) (410-296-7963) immediately following any spill of a hazardous material in excess of one (1) quart.

### 1. Occupational Safety And Health Act (O.S.H.A.)

All materials, supplies, equipment, or services supplied as a result of this Contract shall comply with the applicable US and Maryland Occupational Safety and Health Act standards.

### 2. Hazard Communication Standard

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

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

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

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

NOTE: In the absence of the original manufacturer's MSDS, EHS will accept a generic equivalent as long as a letter from the Contractor stating that the original is not available is attached.

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

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

### 3. Asbestos

The Contractor is responsible for training and equipping all personnel concerning work in asbestos environments as applicable. They must be trained as prescribed by COMAR 26.11.21. All new employees must be trained within 30 days after they are hired by the Contractor. This is to be accomplished at no additional cost to this contract or the University. An initial report on all employees as to their asbestos training will be presented to the Contract Administrator within the first 90 days of the Contract and updated on a monthly basis. Thereafter, failure to comply with this requirement would place the Contractor in default status.

### 4. Lead Paint

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

### 5. Fire Safety

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

The Contractor will be responsible for the following:

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

b. To ensure that all of its employees are aware of and react to the University's Emergency Procedures including, but not limited to, fire

drills and evacuations. All employees must be instructed on the proper personnel to call to report an emergency.

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

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

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

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

Hot Works Permits are issued prior to the start of the work by EHS at 410-296-7963.

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

## **6. Bloodborne Pathogens**

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

## **7. Confined Space Entry**

The Contractor agrees to comply with all local, state and federal regulations pertaining to the entry into confined spaces. The Contractor is responsible for contacting the TU's Contract Services Manager in the Department of Facilities Management for the location of all campus-confined spaces and for identifying any confined space hazards prior to entry into a confined space. The Contractor is responsible for ensuring his/her workers and Subcontractors are adequately trained in confined space entry procedures in accordance with OSHA 1910.146, Permit Required Confined Spaces for General Industry.

The Contractor will provide the Contract Administrator with a written copy of their Confined Space Entry Plan (CSEP) for review and approval at least 5 working days in advance of the planned entry. Prior to work commencements, the Contractor will also certify in writing that all of his/her workers and Subcontractors have been trained in accordance with OSHA 1910.146, Permit Required Confined Spaces for General Industry. This certification will list all employees working on campus by name and social security number.

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

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

## **8. Respiratory Protection**

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

The Contractor will provide the Contract Administrator with a written copy of their Respiratory Protection Plan (RPP) for review and approval at least 5 workdays in advance of the planned entry. If approved, the Contractor may utilize his/her RPP while on campus. If disapproved, or if the Contractor does not have a written RPP, the Contractor will comply with the University's RPP. Questions concerning TU RPP should be directed to EHS at 410-296-7963.

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

## **9. Waste Disposal**

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

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

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

Contracts that require Contractors to transport and/or dispose of regulated hazardous materials (i.e., hazardous wastes) owned and/or generated by Towson University will be disposed of by Towson University Environmental Health & Safety utilizing existing University hazardous waste disposal contractors. The Contractor should contact

EHS as soon as the hazardous wastes have been identified to coordinate the disposal.

All transportation and disposal costs will be paid by Towson University and then back charged to the Contractor.

Any questions concerning the disposal of hazardous or non-hazardous waste should be directed to EHS at 410-296-7963.

#### **10. The Control of Hazardous Energy Source (Lock Out/Tag Out)**

The Contractor agrees to comply with all local, state and federal regulations pertaining to the control of hazardous energy sources. The Contractor is responsible for insuring his/her workers and any Subcontractors are adequately trained in Lockout/Tagout procedures in accordance with OSHA 1910.147, The Control of Hazardous Energy Sources (Lock Out/Tag Out).

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

If the Contractor's LO/TO is approved, the Contractor may utilize their LO/TO for work on hazardous energy sources. If disapproved, or if the Contractor does not have a written LO/TO, the Contractor will comply with TU LO/TO Policy/Procedures. Until such time as the Contractor provides written certification that all his/her employees and Subcontractors working on campus have been adequately trained in LO/TO procedures, work on hazardous energy sources is strictly forbidden. Questions concerning TU LO/TO Policy/Procedures shall be directed to EHS at 410-296-7963.

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

#### **11. Wastewater/Sewer Discharge**

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

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

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

#### **12. Safety Training/Inspections/Meetings**

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

#### **13. Materials**

No asbestos, lead, or PCB containing materials (0%) are to be utilized/ installed on campus unless prior written approval has been

received from the University's Department of Environmental Health & Safety (410-296-7963).



**EXHIBIT B  
BID/PROPOSAL AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

**I HEREBY AFFIRM THAT:**

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

**B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

**C. 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 their current positions and responsibilities with the business):

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#### **D. AFFIRMATION REGARDING OTHER CONVICTIONS**

**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(1)—(7) 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):

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### E. 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).

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### F. 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 (you must indicate the reasons why the affirmations cannot be given without qualification):

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### G. 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.

#### **H. 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.

#### **I. 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.

#### **J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

**I FURTHER AFFIRM THAT:** I am aware of, and the above business will comply with, Election Law Article, §§14-101—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, during a calendar year in which the person receives in the aggregate \$100,000 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.

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

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

**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' 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' 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 §J(2)(b), above;
- (h) Notify its employees in the statement required by §J(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 §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or

remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

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

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

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

(3) If the business is an individual, the individual shall certify and agree as set forth in §J(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.

## L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

### I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic \_\_\_ ) (foreign \_\_\_ ) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

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

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

(2) 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.

**M. 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 the making of the Contract.

**N. Repealed.**

**O. ACKNOWLEDGEMENT**

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

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

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

By: \_\_\_\_\_ (Authorized Representative and Affiant)



***EXHIBIT E***

***MINORITY BUSINESS ENTERPRISE (MBE) PARTICIPATION***

**EXHIBIT TO SOLICITATION**

**TOWSON UNIVERSITY**

**MINORITY BUSINESS ENTERPRISE PARTICIPATION**

**PURPOSE**

Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the Minority Business Enterprise (MBE) goal stated in the solicitation. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

**MBE Goals and Sub Goals**

- An overall MBE subcontract participation goal of **25** percent of the total contract dollar amount has been established for this procurement. This percentage of the total dollar amount includes:
  - A sub goal of **8** percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as **African American**-owned businesses.
  - A sub goal of **3** percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as **Hispanic**-owned businesses.
  - A sub goal of **3** percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as **Asian**-owned businesses.

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

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

## SOLICITATION AND CONTRACT FORMATION

A Bidder or Offeror must include with its bid or offer a completed *Certified MBE Utilization and Fair Solicitation Affidavit (Attachment A)* whereby:

- (1) the Bidder or Offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
- (2) the Bidder or Offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission. The Bidder or Offeror shall specify the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

*If a Bidder or Offeror fails to submit Attachment A with the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.*

Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.

- (1) **Outreach Efforts Compliance Statement** (Attachment B)
- (2) **Subcontractor Project Participation Certification** (Attachment C)
- (3) If the apparent awardee believes a waiver (in whole or in part) of the MBE goal is necessary, it must submit a fully documented waiver request that complies with COMAR 21.11.03.11.
- (4) Any other documentation required by the Procurement Officer to ascertain Bidder or Offeror responsibility in connection with the certified MBE participation goal.

*If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.*

## CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

1. Submit monthly to the MBE Liaison a Prime Contractor Monthly Payment Report, Attachment G.
2. Submit monthly to the MBE Liaison a Subcontractor Monthly Payment Report, Attachment F.
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.
5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

### ATTACHMENTS

- A. Certified MBE Utilization and Fair Solicitation Affidavit **(must be submitted with bid or offer)**
- B. Outreach Efforts Compliance Statement **(must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)**
- C. Subcontractor Project Participation Statement **(must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)**
- D. MBE Waiver Request (if applicable)
- E. MBE Unavailability Form (if applicable)

### Submit Monthly after Project Begins

- F. MBE Subcontractor Monthly Payment Report
- G. Prime Contractor MBE Monthly Payment Report

## **Contractor Assistance**

Contractors seeking personal assistance in locating minority business enterprises or to answer questions about the MBE requirement in this solicitation are encouraged to contact:

Ms. Barbara Hufnagel  
MBE/SBR Liaison Officer  
Towson University  
Procurement Department  
8000 York Road  
Towson, MD 21252

Campus Office Location:  
Towson University  
Procurement Department  
7720 York Road, 4<sup>th</sup> Floor  
Towson, MD 21204

Phone Number: (410) 704-3486  
Facsimile Number: (410) 704-8233  
Email Address: [bhufnagel@towson.edu](mailto:bhufnagel@towson.edu)

Contractors who have questions concerning the MBE certification process, need assistance with State of Maryland MBE Directory searches, or have questions about specific vendor information, may also contact:

Maryland Department of Transportation  
Minority and Disadvantaged Business Enterprise (MBE) Program  
7201 Corporate Center  
Hanover, MD 21076  
In State: (410) 865-1269  
Toll Free: 1-800-544-6056

On-line assistance in locating minority business enterprises:

**The State of Maryland Minority Business Enterprise Directory** published by the Maryland Department of Transportation at [www.marylandtransportation.com](http://www.marylandtransportation.com) is updated nightly. To utilize the search feature, click on the category "MBE Program," followed by "MBE Directory"

**MBEs Recently Used by the University of Maryland System** is generally updated monthly at [www.purchase.umd.edu](http://www.purchase.umd.edu). The University System of Maryland encourages the utilization of all qualified MDOT certified MBEs. This list was created to answer the prime contractor's inquiry regarding who has done business with the University of Maryland. It is for information only and is not an endorsement or recommendation. To utilize the search feature, click on the category "Minority and Small Vendors," followed by "MBEs Recently Used"

## MDOT Certified MBE Utilization and Fair Solicitation Affidavit

(submit with bid or offer)

This document **MUST BE** included with the bid or offer. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. \_\_\_\_\_, I affirm the following:

1.  I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of \_\_\_\_ percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):  
\_\_\_\_ percent African American \_\_\_\_ percent Asian American  
\_\_\_\_ percent Hispanic American \_\_\_\_ percent Woman-Owned  
Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.

### OR

- I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.
2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional 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) Outreach Efforts Compliance Statement (Attachment B)
  - (b) Subcontractor Project Participation Certification (Attachment C)
  - (c) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

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.

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

4. Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project and the items of work each MBE will provide under the contract. I hereby affirm that the MBE firms are only providing those items of work for which they are MDOT certified.

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number:	

List Information For Each Certified MBE Subcontractor On This Project

Minority Firm Name	MBE Certification Number
_____	_____
Identify the Applicable Certification Category ( <i>For Dually Certified Firms, Check Only One Certification Category</i> ) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE: ____ % Description of Work to Be Performed:	
Minority Firm Name	MBE Certification Number
_____	_____
Identify the Applicable Certification Category ( <i>For Dually Certified Firms, Check Only One Certification Category</i> ) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE: ____ % Description of Work to Be Performed:	
Minority Firm Name	MBE Certification Number
_____	_____
Identify the Applicable Certification Category ( <i>For Dually Certified Firms, Check Only One Certification Category</i> ) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE: ____ % Description of Work to Be Performed:	
Minority Firm Name	MBE Certification Number
_____	_____
Identify the Applicable Certification Category ( <i>For Dually Certified Firms, Check Only One Certification Category</i> ) <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE: ____ % Description of Work to Be Performed:	

Continue on a separate page, if needed.

### SUMMARY

Total <i>African American</i> MBE Participation:	_____ %
Total <i>Asian American</i> MBE Participation:	_____ %
Total <i>Hispanic American</i> MBE Participation:	_____ %
Total <i>Woman-Owned</i> MBE Participation:	_____ %
Total <i>Other</i> Participation	_____ %
<b>Total <i>All MBE</i> Participation:</b>	<b>_____ %</b>

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

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

\_\_\_\_\_  
Signature of Affiant

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### Outreach Efforts Compliance Statement

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

In conjunction with the bid or offer submitted in response to Solicitation No. \_\_\_\_\_, Bidder/Offeror states the following:

1. Bidder/Offeror identified opportunities to subcontract in these specific work categories.
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit MDOT certified MBEs for these subcontract opportunities.
3. Bidder/Offeror made the following attempts to contact personally the solicited MDOT certified MBEs.
4. Select ONE of the following:
  - a.  This project does not involve bonding requirements.

**OR**

  - b.  Bidder/Offeror assisted MDOT certified MBEs to fulfill or seek waiver of bonding requirements (*describe efforts*).
5. Select ONE of the following:
  - a.  Bidder/Offeror did/did not attend the pre-bid/proposal conference.

**OR**

  - b.  No pre-bid/proposal conference was held.

\_\_\_\_\_  
Bidder/Offeror Printed Name

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

## Subcontractor Project Participation Certification

*Please complete and submit one form for each MDOT certified MBE listed on Attachment A within 10 working days of notification of apparent award.*

\_\_\_\_\_ (prime contractor) has entered into a contract with  
 \_\_\_\_\_ (subcontractor) to provide services in connection with the  
 Solicitation described below.

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount \$
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;
- (3) fail to use the certified minority business enterprise in the performance of the contract; or
- (4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

### PRIME CONTRACTOR SIGNATURE

By: \_\_\_\_\_  
       Name  
 \_\_\_\_\_  
       Title  
 \_\_\_\_\_  
       Date

### SUBCONTRACTOR SIGNATURE

By: \_\_\_\_\_  
       Name  
 \_\_\_\_\_  
       Title  
 \_\_\_\_\_  
       Date

## MBE WAIVER REQUEST

PROJECT NAME \_\_\_\_\_ SOLICITATION NO. \_\_\_\_\_

If, for any reason, the apparent successful Bidder or Offeror is unable to achieve the contract goal the Bidder or Offeror may request, in writing, a waiver to include the following:

1. Attach a detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs, including the work to be performed by each MBE classification if any MBE sub goal has been specified, in order to increase the likelihood of achieving the stated goal;
2. Attach a detailed statement of the efforts made to contact and negotiate with certified MBEs, and if appropriate, by certified MBE classification, including:
  - a. The names, addresses, dates, telephone numbers, MDOT MBE Certification No., and classification of certified MBEs contacted, and
  - b. A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
3. As to each certified MBE that placed a subcontract quotation or offer that the apparent successful Bidder or Offeror considers not to be acceptable, attach a detailed statement of the reasons for this conclusion;
4. If applicable, include an MBE Unavailability Form (Attachment E) for each unavailable MBE firm offered an opportunity to bid on the above project, include the reasons they are unavailable and, if possible, the MBE firm's signature.
5. Include Subcontractor Project Participation Certification (Attachment C) which is the record of the apparent successful Bidder's or Offeror's compliance with the outreach.
6. If the request for a waiver is for a certain MBE classification with an MBE goal, the Bidder or Offeror shall demonstrate reasonable efforts to meet the MBE goal with other MBE classification or classifications.

MBE goal \_\_\_\_%. I request a waiver in the amount of \_\_\_\_% and commit to achieving a \_\_\_\_% MBE goal.

\_\_\_\_\_  
Bidder/Offeror Firm Name

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name, Title

**If Applicable, Submit this MBE Waiver Request within 10 Working Days of Notification of Apparent Awardee**

### MBE UNAVAILABILITY FORM

PRIME CONTRACTOR _____	
PROJECT NAME _____	SOLICITATION NO. _____
CONTACTED CERTIFIED MINORITY BUSINESS _____	
MBE FIRM _____	MDOT MBE NO. _____
SEEKING TO OBTAIN A BID FOR _____	
WORK/SERVICES NEEDED _____	NAICS OR SIC CODES _____
SAID MBE FIRM, TO THE BEST OF MY KNOWLEDGE AND BELIEF, IS UNAVAILABLE FOR WORK/SERVICES IN RELATION TO THE ABOVE PROJECT, OR IS UNABLE TO PREPARE A BID FOR THE FOLLOWING REASON(S):	
REASON(S) _____	MBE FIRM NAME _____
REASON(S) _____	IF POSSIBLE, SIGNATURE OF MBE FIRM AUTHORIZED REPRESENTATIVE _____
	PRINTED NAME & TITLE _____
	DATE _____
I HEREBY CERTIFY THAT THE ABOVE MINORITY BUSINESS ENTERPRISE WAS OFFERED AN OPPORTUNITY TO BID ON THE ABOVE PROJECT BY THE ABOVE PRIME CONTRACTOR. THIS STATEMENT IS A TRUE ACCOUNT OF WHY THE ABOVE MBE FIRM DID NOT SUBMIT A BID ON THE ABOVE PROJECT	
PRIME CONTRACTOR FIRM NAME _____	
SIGNATURE OF AUTHORIZED REPRESENTATIVE _____	DATE _____
PRINTED NAME & TITLE _____	

**If Applicable, Submit this Unavailability Form with any MBE Waiver Request, for Each MBE that is Not Available to Perform, within 10 Working Days of Notification of Apparent Awardee**



### PRIME CONTRACTOR MBE MONTHLY PAYMENT REPORT

PRIME CONTRACTOR \_\_\_\_\_ PHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

PROJECT NAME \_\_\_\_\_ PO NO. \_\_\_\_\_

PROJECT CURRENT AMOUNT (incl. project mods.) \$ \_\_\_\_\_ TOTAL PAYMENTS RECEIVED PROJECT TO DATE \$ \_\_\_\_\_

REPORT FOR MONTH/YEAR \_\_\_\_\_ FINAL REPORT YES  NO

List MBE firms utilized in connection with the above project either as subcontractor and/or supplier:

NAME OF MBE FIRM	WORK/ SERVICE PERFORMED	ORIGINAL SUB-CONTRACT \$ AMOUNT	CURRENT SUB-CONTRACT \$AMOUNT (including change orders)	\$ PAID TO DATE	\$ AMOUNT OF INVOICE(S) OVER 30 DAYS LATE*	\$ BALANCE TO FINISH

SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_ DATE \_\_\_\_\_

PRINTED NAME & TITLE \_\_\_\_\_ PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

**\*NOTE: Attach an explanation of the reasons any subcontractor payments are over 30 days late.**

**Prime Contractor Submit to: MBE Liaison  
Fax (410) 704-8233  
or by mail to:**

**Barbara Hufnagel, MBE/SBR Liaison  
Towson University  
Procurement Department  
8000 York Road  
Baltimore, MD 21252**



**EXHIBIT F  
COMPANY PROFILE**

COMPANY NAME: \_\_\_\_\_

DATE OF INCORPORATION: \_\_\_\_\_ STATE OF INCORPORATION: \_\_\_\_\_

TYPE OF WORK PERFORMED: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

NUMBER OF YEARS IN BUSINESS: \_\_\_\_\_

OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:

\_\_\_\_\_

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

\_\_\_\_\_

NAME OF PRINCIPAL(S) AND TITLE(S): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BRIEF HISTORY OF COMPANY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TOTAL NUMBER OF EMPLOYEES: \_\_\_\_\_

NUMBER OF FIELD EMPLOYEES (Excluding Supervisory): \_\_\_\_\_

NUMBER OF FIELD SUPERVISORY PERSONNEL: \_\_\_\_\_

NUMBER OF OFFICE PERSONNEL (Excluding Supervisory): \_\_\_\_\_

NUMBER OF OFFICE SUPERVISORY PERSONNEL: \_\_\_\_\_

BONDING CO.: \_\_\_\_\_ BONDING CAPACITY: \_\_\_\_\_



**EXHIBIT G  
FIRM EXPERIENCE**

*Duplicate as necessary to provide all required experience.*

**PROPOSER:** \_\_\_\_\_

**PROJECT NAME:** \_\_\_\_\_

**PROJECT DOLLAR SIZE:** \_\_\_\_\_

**START DATE:** \_\_\_\_\_

**COMPLETION DATE:** \_\_\_\_\_

**CLIENT/CUSTOMER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**PROJECT MANAGER:** \_\_\_\_\_

**BRIEF, BUT DETAILED DESCRIPTION OF THE PROJECT:**

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**SIMILARITIES BETWEEN THIS PROJECT AND TU PROJECT:**

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**EXHIBIT H  
BID BOND**

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

**KNOW ALL MEN BY THESE PRESENTS**, that we, \_\_\_\_\_  
(Bidding Company)

as Principal, hereinafter called the Principal, and \_\_\_\_\_  
(Bonding Company)

a corporation duly organized under the laws of the State of \_\_\_\_\_, as Surety, hereinafter called the Surety, are held and firmly bound unto the State of Maryland, hereinafter called "State," for the sum of \_\_\_\_\_ Dollars (or \$\_\_\_\_\_), for the payment of which sum, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for \_\_\_\_\_

\_\_\_\_\_  
(Identify project by number and brief description)

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

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

In Presence of:  
Witness

Individual Principal

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

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

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

In Presence of:  
Witness

Partnership Principal

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

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

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

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

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

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

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

Attest:

Corporate Principal

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

AFFIX

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

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

SEAL

Attest:

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

AFFIX

\_\_\_\_\_  
CORPORATE

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

SEAL

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

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

Approved as to form and legal sufficiency

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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



EXHIBIT I  
PERFORMANCE BOND

Principal

Business Address of Principal

Surety

Obligee

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

STATE OF MARYLAND  
By and through the following Administration  
TOWSON UNIVERSITY

Penal Sum of Bond (express in words and figures)

Description of Contract

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

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

Contract Number

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

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

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

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

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

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

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

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

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of

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

In Presence of:  
Witness

Individual Principal

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

In Presence of:  
Witness

Co-Partnership Principal

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

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

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

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

Corporate Principal

\_\_\_\_\_  
Name of Corporation

Attest:

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

By: \_\_\_\_\_ (SEAL)  
President with Title

AFFIX  
CORPORATE  
SEAL

\_\_\_\_\_  
Surety

By: \_\_\_\_\_ (SEAL)  
CORPORATE  
SEAL

Attest:

\_\_\_\_\_  
Signature

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

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

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

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

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

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



EXHIBIT J
PAYMENT BOND

Principal

Business Address of Principal

Surety

Obligee

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

STATE OF MARYLAND
By and through the following Administration
TOWSON UNIVERSITY

Penal Sum of Bond (express in words and figures)

Description of Contract

, 20
Date of Contract

, 20
Date Bond Executed

Contract Number

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized to do business in Maryland, and having business addresses as shown above, are held and firmly bound unto the Obligee named above, for the use and benefit of claimants as hereinafter defined, in the Penal Sum of this Payment Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

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

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished, supplied and reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following conditions:

- 1. A claimant is defined to be any and all of those persons supplying labor and materials (including lessors of the equipment to the extent of the fair market value be thereof) to the Principal or its subcontractors and subcontractors in the prosecution of the work provided for in the Contract, entitled to the protection provided by Section 9-113 of the Real Property Article of the Annotated Code of Maryland, as from time to time amended.
2. The above named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full may, pursuant to and when in compliance with the provisions of the aforesaid Section 9-113, sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

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

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

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

In Presence of:  
Witness \_\_\_\_\_ Individual Principal \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

In Presence of:  
Witness \_\_\_\_\_ Co-Partnership Principal \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ Name of Co-Partnership \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ as to By: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ as to \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

Corporate Principal \_\_\_\_\_  
Name of Corporation \_\_\_\_\_

Attest: \_\_\_\_\_  
Corporate Secretary By: \_\_\_\_\_ AFFIX CORPORATE SEAL  
President with Title

\_\_\_\_\_ Surety  
Attest: \_\_\_\_\_ (SEAL) By: \_\_\_\_\_ AFFIX CORPORATE SEAL

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

Bonding Agent's Name: \_\_\_\_\_ Business Address of Surety \_\_\_\_\_

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

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

Associate University Counsel



**EXHIBIT K  
ADDENDA ACKNOWLEDGMENT**

**NAME OF BIDDER:** \_\_\_\_\_

**SOLICITATION NUMBER:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

**DUE DATE:** \_\_\_\_\_

**ACKNOWLEDGMENT**

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

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

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

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

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

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Date**



**EXHIBIT L  
KEY PERSONNEL FORM**

**SOLICITATION/CONTRACT TITLE:** \_\_\_\_\_

**SOLICITATION/CONTRACT NUMBER:** \_\_\_\_\_

1. **BIDDER/OFFEROR NAME:** \_\_\_\_\_

2. **KEY PERSONNEL NAME:** \_\_\_\_\_

3. **POSITION TO BE ASSIGNED: Check applicable**

\_\_\_\_\_ Project Manager                      \_\_\_\_\_ Other. Title \_\_\_\_\_

\_\_\_\_\_ Field Superintendent

4. **EDUCATIONAL BACKGROUND:**

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

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

5.1 **CURRENT EMPLOYER:** \_\_\_\_\_

**DATES OF EMPLOYMENT:** \_\_\_\_\_

POSITION(S) HELD	DURATION BY DATE
_____	_____
_____	_____

5.2 **PRIOR EMPLOYER:** \_\_\_\_\_

**DATES OF EMPLOYMENT:** \_\_\_\_\_

POSITION(S) HELD	DURATION BY DATE
_____	_____
_____	_____

**NOTE:** If space provided is insufficient, attach additional page(s) and indicate "See attached."

CONTRACT NAME \_\_\_\_\_

CONTRACT NUMBER \_\_\_\_\_

**EXHIBIT L - KEY PERSONNEL FORM**

5.3 PRIOR EMPLOYER: \_\_\_\_\_

DATES OF EMPLOYMENT: \_\_\_\_\_

POSITION(S) HELD

DURATION BY DATE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

6.1 CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

DESCRIPTION OF CONTRACT/PROJECT: \_\_\_\_\_

6.2 CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

DESCRIPTION OF CONTRACT/PROJECT: \_\_\_\_\_

6.3 CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

DESCRIPTION OF CONTRACT/PROJECT DONE: \_\_\_\_\_

7. **ACHIEVEMENTS/OTHER NOTATIONS** (Optional):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

NOTE: If space provided is insufficient, attach additional page(s) and indicate "See attached."

CONTRACT NAME \_\_\_\_\_

CONTRACT NUMBER \_\_\_\_\_

**EXHIBIT L - KEY PERSONNEL FORM**

**SIMILAR PROJECT/CONTRACT EXPERIENCE**

KEY PERSONNEL NAME: \_\_\_\_\_ BIDDER OFFEROR NAME: \_\_\_\_\_

ROLE TO BE ASSIGNED (check one): PROJECT MANAGER \_\_\_\_\_ FIELD SUPERINTENDENT \_\_\_\_\_ OTHER \_\_\_\_\_ Title: \_\_\_\_\_

<u>PROJECT NAME/LOCATION</u>	<u>PROJECT DESCRIPTION</u> Type of Project Setting/Site constraints	<u>KEY PERSONNEL ROLE</u> Project Mgr. Field Sup., etc.	<u>PROJECT VALUE</u> Must be a minimum of:	<u>START AND COMPLETION DATES</u> (MM/YY-MM/YY)	<u>OWNER/CLIENT CONTACT/TELEPHONE #</u>

Note: List a minimum of three (3) projects for all key personnel proposed.