



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to the execution of this Contract, whether written or oral, with reference to the subject matter of this Contract are superseded by the agreement contained herein.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, 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, consisting of Authorized Representative statement, Certification of Corporation Registration and Tax Payment, and Certain Affirmations Valid.

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

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. Contractor-State Cooperation

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 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 Exhibit A (Revised 4/6/05)

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. All policies for liability protection, bodily injury or property damage must specifically name or its face, the University System of Maryland as an additionally 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 coverage must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the University. The Exhibit A (Revised 4/6/05)

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.