



**COMPETITIVE SIMPLIFIED PROCUREMENT**  
July 29, 2010

**PROJECT TITLE:** Event Equipment Rental

**PROJECT NUMBER:** TU-1116

**DESCRIPTION:** Towson University is seeking bids for equipment rental on an as-needed basis.

**PRE-BID/PROPOSAL CONFERENCE:** N/A

**DEADLINE FOR QUESTIONS:** Wednesday, August 4, 2010 @ 2:00 PM

**BID DUE NO LATER THAN:** Friday, August 20, 2010 @ 2:00 PM

**TENTATIVE DATE OF AWARD:** August 25, 2010

**ISSUING OFFICE:**

*Mailing Address:* Procurement Department  
Towson University  
8000 York Road  
Towson, MD 21252

*\*Campus Office Location (for overnight mail and hand delivery):*

7720 York Road, 4<sup>th</sup> Floor  
Phone Number: (410) 704-3492  
Facsimile Number: (410) 704-8233

**Procurement Officer**

**Representative:** Lorraine Ziara-Denmark

**DIRECT QUESTIONS TO:** Lorraine Ziara-Denmark, Procurement Officer Representative, E-mail: lziaradenmark@towson.edu or Phone: (410) 704-3492.

**PROCUREMENT METHOD:** This solicitation will be conducted in accordance with the University System of Maryland's (USM) Procurement Policies and Procedures, Competitive Simplified Procurement.

**BASIS FOR AWARD:** Award will be made to the responsive and responsible bidder whose bid is determined to be most advantageous to the University considering the bid price, the required submittals, and bidder references.

**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. **NOTE: INCLUDE PARKING FEES IN BID/PRICE PROPOSAL.**

**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.

**INSURANCE:** Bidder must submit, with the bid, proof of 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. Proof of workers compensation commercial general liability coverage must be provided. Information must be on company letterhead bearing signature of a company official and contain the carrier's name, agent's name, policy number, effective date, and coverage amount. Copy of certificate naming Towson University as additional insured is required upon award of contract.

**RESERVATIONS:** The University reserves the right to reject any or all bids, award the contract in whole or in part, or to make no award, as its best interests may require.

**INCLUDED IN BID PACKAGE:**

- Specifications
- Bid Form (including 5 worksheets)
- Exhibit F (Company Profile)
- Exhibit G (Firm Experience, duplicate as necessary)
- General Terms and Conditions for Simplified Acquisitions

**BID SUBMITTALS:** The following items should be submitted with the Bid:

- Bid Form, Including 5 worksheets
- Insurance Certificate
- Exhibit F (Company Profile)
- Three (3) Exhibit G (Firm Experience) forms, for different projects

Prices quoted are valid for 90 days unless otherwise noted.

**SUBMIT BIDS VIA FAX OR REGULAR MAIL:**

- Fax - Attention to Michele Kreider (410-704-8233)
- Hand deliver to \*Campus Office Location, or mail to the Issuing Office Location (*please allow extra time if you plan to mail your bid*).
- Indicate on the outside of the envelope the solicitation/project number, bid due date, and bidder's name and address.

**MINORITY BUSINESSES ARE ENCOURAGED TO RESPOND**

**TOWSON UNIVERSITY'S FUTURE TAKING SHAPE SUMMER 2010 MAP**

<http://www.towson.edu/adminfinance/facilities/archengconst/campusconstruction/documents/ConstructionMap0510.pdf>



**EVENT EQUIPMENT RENTAL  
TU-1116**

**SPECIFICATIONS**

**A. SCOPE**

Towson University is seeking a Contractor to provide rental of event equipment for both University sponsored events and events sponsored by others that are held on the Towson campus.

The contract resulting from this solicitation will be for all of the items required by the University's Event and Conference Services (ECS) department and University sponsored events by the Athletic department. The equipment will be rented on an as-needed basis. The solicitation bid worksheets include the items that were used during the past year. The quantities listed are those items that were rented and identified by ECS and Athletics. These quantities are for evaluation purposes only. Additional items or quantities may be required throughout the contract term. There is no guaranteed minimum usage.

**B. CONTRACT TERM**

The contract will be for one year with the University retaining the sole right to exercise three (3) one-year renewal options.

Prices bid will remain firm for the base contract period. The University will consider adjustments to the prices for each renewal option, upon submittal of documentation to justify the increase submitted not less than ninety (90) days prior to the expiration of the contract term. In no case will the increase exceed the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) as published by the Federal Government for the DC/MD/VA/WV Region for the latest available 12-month period.

**C. GENERAL CONDITIONS**

All bidders shall have a minimum of two (2) years experience providing event rental equipment in the greater Baltimore region (Exhibit F).

At least three references of projects similar in size and scope to this solicitation shall be submitted on Exhibit G (duplicate as required).

University may contact the references provided and verify the accuracy of any information submitted.

The University may require any bidder to furnish additional information regarding performance, financial capacity, expertise, or other qualifications to confirm bidder responsibility.

On the Bid Form, bidders may leave out an item(s) that they cannot provide, however, it will be at University's sole discretion if we will remove that item(s) when comparing the bids and if the item(s) is/are not material when comparing bids.

#### **D. SPECIAL CONDITIONS**

For the purpose of this agreement, Event and Conference Services and Athletics will schedule activities at the Auburn House, Towson Center, University Union, Unitas Stadium, Burdick Hall, Unitas Stadium Field House and other campus facilities. The Event Managers of Event and Conference Services and Athletics or his/her designated representative(s) will advise the Contractor of quantities, location, date, and time as required. This notification shall allow at least seven (7) days lead time whenever possible, except in case of emergency. The Contractor should have sufficient flexibility to handle updates of quantities up to twenty-four (24) hours prior to delivery.

It is imperative that the Contractor adhere to established delivery and pick up times. From time to time, Contractor may be required to make late night, early morning, or weekend deliveries and pick-ups. This special delivery is to be at no extra charge to the University. In case of an emergency, if lead time is insufficient for the Contractor to provide the necessary equipment, the University shall be free to obtain all or partial rental from another company. There shall be no penalty against the University or the Contractor for this action.

The Contractor shall supply 100 percent of the needed items. Substitutions or allowances for items not owned by the Contractor will be at the sole discretion of the University. Bidders are urged to submit a bid even if they are missing several items. Bidder should substitute an alternate size tent for larger tents where they do not have the exact size requested.

Orders for equipment will be placed by phone and equipment is to be reserved for the University. Reserved equipment is not to be given up unless canceled by the Event Coordinator or his/her designated representative(s). Equipment orders cancelled with more than 24 hours notice from the agreed upon delivery time shall not have a cancellation charge. The Contractor shall specify in their bid the specific cancellation charge if it becomes necessary to cancel an order within 24 hours.

Quoted prices for a 30 day rental are required for late May through early June Graduations.

This contract shall not be binding in cases where a non-University affiliated group or a University fund raising event contracts for University space on a rental basis. Such groups shall be free to make their own arrangement for rental items.

All items being delivered are to be matching: i.e., all chairs of the same color. Any deviation in matching must be approved by the Event Coordinator or his/her designated representative in advance of the delivery.

Rented equipment shall be in good, clean, functioning condition in compliance with OSHA standards. Equipment delivered and subsequently found to be in substandard or in

unsatisfactory condition will be replaced upon request. Equipment that cannot be replaced before the event will be deducted from the rental invoice.

Rented equipment is to be free of mud, tape, ribbon, stickers, etc.

- Dance floors are to have a smooth finish, be stable, and have no protruding edges.
- Tables are to be folding with smooth tops, and must be stable and level in the open position.
- Chairs must be in good visual and operational condition with rubber feet to avoid damaging University's floor and are to be Samsonite or an approved equivalent.
- Coat racks are to be in good visual and operational condition with a capacity of and include 50 hangers. Coat racks are to be equipped with wheels for easy maneuverability.
- Water barrels, if used instead of concrete blocks for weights, are to arrive full of water, with lids. The barrels cannot be emptied on any fields, patios, sidewalks or near any buildings.
- Stage rental pricing is to include setup and break down, black carpeting, and 1 set of stairs per stage. Additional sets of stairs and stage railing will be provided at a per piece rental cost. All stages above 20" in height must have stage railing on the back and both sides of the stage. The stage must be sturdy and Contractor will provide additional bracing at an additional charge at the University's request.
- Charcoal barbeque grills are to be a Big John 5' x 2' or equivalent size and quality. The legs are to be secure to avoid a safety hazard. The grill is to come with 40# of charcoal and 1 bottle of lighter fluid. The used charcoal will be removed from the grill after use and prior to pickup by the Contractor. Bidder is to clearly identify any other supplies/equipment required by their firm for using barbeque grills, with the additional costs to be incurred.
- Lobby Carpeting is to be in good appearance and installed with Gaff tape of similar color. The carpet is to be installed to be flat to the floor with no rolls or edges that will provide a tripping hazard.

At the beginning of this contract period and as required due to personnel changes, the Contractor shall supply the University emergency phone numbers for Contractor representatives.

## **E. DELIVERY AND PICKUP**

Delivery is to be to the following areas within the designated buildings: First floor of Auburn House or Pavilion, the arena storage of the Towson Center, the loading dock of the University Union and Center for the Arts, Burdick Field, Burdick Gym, The Minnegan Room and the ground level of any other building and/or field. Actual setup may be handled by University staff.

No delivery or fuel charge is to be billed to the University for delivery or pick up. Equipment must be delivered during the designated timeslot, during normal operating hours, without additional fees. Bid prices for each item shall be inclusive of all charges.

Pick up will be from the same location as the delivery, unless otherwise arranged. Pick up shall be scheduled by individual Event Manager or his/her designated representative at the time the order is placed. When making a delivery or pick up at the Towson Center, the

Contractor's representative is to report immediately to the Towson Center Management office in order to gain access or call the contact phone number provided by the Event Manager. A department representative must inventory the equipment with a Contractor representative at time of delivery and pickup. If the Contractor fails to inventory in with a department representative, it is agreed that the department representative's count is accurate. If the Contractor fails to inventory out with the department representative, it is agreed that all items are present. Contractor must be able to return to event site, if necessary for additional equipment or repairs, within one hour.

After pickup, the Contractor has 24 hours to inform the University of any problems with the order, i.e. broken equipment not noted before, etc. If notice is not made to the University within 24 hours of pickup, the University will not be billed for damaged or missing items. University will be provided 24 hours after notification that a rented item is missing to locate and return the item before being charged for the item.

## **F. INVOICING/PAYMENT**

All invoices for \$5000 or less will be paid using the State of Maryland Procurement Visa card. Invoices for more than this amount are to be submitted in triplicate to:

Accounts Payable  
Towson University  
8000 York Road  
Towson, Maryland 21252

Invoices are to include the following information:

Items rented  
Dates of rental  
Delivery location  
Name of University representative who arranged the rental  
Event Title  
Vendor Federal Tax Identification number  
Contract number



**BID/PRICE PROPOSAL FORM**

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

PROJECT TITLE: EVENT EQUIPMENT RENTAL

PROJECT NUMBER: TU-1116

**Failure to properly and completely fill in all blanks may be cause for rejection of this bid/proposal. Enter N/A in any section that you cannot provide.**

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 (from line 67)

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

**All Offerors should specify any additional costs that may be incurred, or savings or benefits that may be realized by the University, although this information has not been specifically requested elsewhere in the IFP.**

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: \_\_\_\_\_

Item #	Category/Equipment Description	Qty. (A)	Daily Rate (B)	Weekly Rate (C)	3-Day Weekend (D)	30 Day Rate (E)	Base Bid = A x (B+C+D+E)	Lost Item Charge
<b>TABLES</b>								
1	30" x 72" Table	850						
2	30" x 96" Table	50						
3	30" Round Cocktail Table	30						
4	60" Round Table	70						
5	72" Round Table	160						
6	6' Serpentine Table	33						
7	8' Serpentine Table	5						
<b>CHAIRS</b>								
8	Black Plastic Folding Chair	4200						
9	White Wood (Padded)	50						
10	Black Wood (Padded)	210						
0								
<b>MISC. EQUIPMENT</b>								
11	Garment Rack (Large)	35						
12	Full Length Free Standing Mirror	8						
13	Dance Floor (Priced by sq ft)	256						
14	Pipe & Drape 8' high (Priced by the linear ft)	50						
15	Pipe & Drape 3' high (Priced by the linear ft)	50						
16	Pedestal Fan 30"	20						
17	Lobby carpeting 24' x 45' (Price per usage installed and removed-Gray, Black or another acceptable color)	2						
18	Electric Generator type 1 - Please provide amps per generator _____	2						
19	Electric Generator type 2 - Please provide amps per generator _____	2						

Item #	Category/Equipment Description	Qty. (A)	Daily Rate (B)	Weekly Rate (C)	3-Day Weekend (D)	30 Day Rate (E)	Base Bid = A x (B+C+D+E)	Lost Item Charge
<b>STAGING &amp; RELATED</b>								
20	4'x4' 3'-4' adjustable height staging and 1 set of stairs including-setup and breakdown labor. Black carpet and skirting are to be included.	90						
21	4'x4' 24" staging and 1 set of stairs including-setup and breakdown labor. Black carpet and skirting are to be included.	60						
22	4'x4' 12"-20" adjustable height staging and 1 set of stairs including-setup and breakdown labor. Black carpet and skirting are to be included.	6						
23	Extra Set of stage stairs	5						
24	Stage Railing (assume 4' sections)	35						
25	Extra Charge for Stage bracing for heavy duty needs.	2						
<b>SETUP LABOR FOR TABLES &amp; CHAIRS</b>								
26	Price per man hour (upon request)	1						
0								
<b>FOOD SERVICE &amp; PICNIC</b>								
27	Charcoal & Lighter Fluid	50						
28	Grill Charcoal 5'	50						
29	Grill Lava Rock w/20 lb Propane	1						
0								

Item #	Category/Equipment Description	Qty. (A)	Daily Rate (B)	Weekly Rate (C)	3-Day Weekend (D)	30 Day Rate (E)	Base Bid = A x (B+C+D+E)	Lost Item Charge
<b>LINENS *</b>								
30	120" Round	30						
31	72" x 120" Long	30						
32	90' x 132' long	32						
33	6' Box Skirt	5						
0								
<b>TENTS</b>								
34	20' x 30' Tent Frame	4						
35	20' x 30' Side Walls	2						
36	Lighting for 20' x 30' Tent	2						
37	60' x 100' Pole Tension Tent-OPTIONAL	1						
38	Tent Sides for 60' x 100' Tent - Optional	1						
39	Lighting for 60' x 100' Tent - Optional	1						
40	30' x 60' Tent Frame	1						
41	Tent Sides 30'x 60' Tent	1						
42	Lighting for 30'x 60' Tent	1						
43	30' x 30' Tent Frame	8						
44	Tent Sides for 30' x 30' Tent	4						
45	Lighting for 30' x 30' Tent	1						
46	40' x 60' Tent Frame	1						
47	Tent Sides for 40' x 60' Tent	1						
48	Lighting for 40' x 60" Tent	1						
49	20' x 40' Tent Frame - Optional	1						
50	Tent Sides for 20' x 40' Tent Optional	1						

Item #	Category/Equipment Description	Qty. (A)	Daily Rate (B)	Weekly Rate (C)	3-Day Weekend (D)	30 Day Rate (E)	Base Bid = A x (B+C+D+E)	Lost Item Charge
0								
<b>TENTS Continued...</b>								
51	Lighting for 20' x 40' Tent - Optional	1						
52	20' x 20' Tent Frame	16						
53	Tent Sides for 20' x 20' Tent	4						
54	Lighting for 20' x 20' Tent	1						
55	10' x 10' Tent Frame	70						
56	Tent Sides for 10' x 10' Tent	5						
57	Lighting for 10' x 10' Tent	1						
58	10' Marquee Tent section (per section)	10						
59	12' x 12' Tent Frame	6						
60	Tent Sides for 12' x 12' Tent	1						
61	Lighting for 12' x 12' Tent	1						
62	Water Barrel (must come filled) or cement weight and include cover	145						
63	Propane Heater 80 M BTU	4						
64	Propane Heater 170 M BTU	1						
65	18" Tent Mount Fan	1						
66	Pole Skirt (each)	1						
<b>67 BASE BID TOTAL</b> → → → → → → → →								

Item #	Category/Equipment Description	Qty. (A)	Daily Rate (B)	Weekly Rate (C)	3-Day Weekend (D)	30 Day Rate (E)	Base Bid = A x (B+C+D+E)	Lost Item Charge
0								
<b>OPTIONAL ITEMS INCLUDING WEDDINGS ACCESSORIES</b>								
A	Wheelchair	1						
B	Kneeling Bench (Single)	1						
C	Kneeling Bench (Double)	1						
D	Aisle Runner	1						
E	Candelabra (each)	1						
F	Bridal Arch (White Trellis)	1						
G	24" Trellis Column	1						
H	36" Trellis Column	1						
I	Chuppa	1						
J	Table Markers	1						
K	Corinthian/Grecian Column	1						
<b>Company Name:</b>								
<b>Contact Person:</b>								
<b>Email:</b>								



**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**

**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:**

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

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

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

**GENERAL TERMS AND CONDITIONS  
FOR SIMPLIFIED ACQUISITIONS  
(not exceeding \$100,000)**



This Addendum sets forth the mandatory terms and conditions required by Towson University and the Procurement Policies and Procedures of the University System of Maryland that by this Addendum are included in the contract attached. The Contractor agrees that the University's acceptance of and payment for the goods and/or services under this contract are conditioned upon the inclusion of the terms and conditions set forth below.

**.01 Incorporation by Reference.** All terms and conditions of the solicitation, and any amendments thereto, are made a part of this contract.

**.02 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 a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

**.03 Scope of Work.** The Contractor shall furnish all labor, applicable code and all materials, equipment, supplies or services in order to complete the total work in accordance with the specifications, federal and State laws and regulations.

**.04 Delivery and Acceptance.** Delivery shall be made in accordance with the instructions set forth in the contract documents and/or solicitation. The University, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The University unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The University reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The materials listed in the bid or proposal shall be delivered FOB the point or points specified prior to or on the date specified in the bid or proposal. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. The University reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

**.05 Non-Hiring of Employees.** No employees 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 so employed, become or be an employee of the party or parties hereby contracting with the State or any unit thereof.

**.06 Nondiscrimination in Employment.** The Contractor agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment and to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause. 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.

**.07 Financial Disclosure.** The Contractor shall comply with State Finance and Procurement Article, 13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate \$100,000 or more during a calendar year shall, within 30 days of the time when the \$100,000 is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.

**.08 Political Contribution Disclosure.** The Contractor shall comply with the provisions of Article 33, Sections 30-1 through 30-4, Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland or a political subdivision of the State, including its agencies, during a calendar year under which the person receives in the aggregate \$100,000 or more, shall file with the Administrative Board of Election laws 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. The statement shall be filed with the State Administrative Board of Election Laws: (a) before a purchase or execution of a lease or contract by the University, a county, an incorporated municipality or their agencies, and shall cover the preceding two calendar years; and (b) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on (1) February 5, to cover the six-month period ending January 31; and (2) on August 5, to cover the six-month period ending July 31.

**.09 Anti-Bribery.** The Contractor warrants that neither it nor any officer, director or partner, nor any employee involved in obtaining contracts with any public body has been convicted of bribery, attempted bribery or conspiracy to bribe, nor has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

**.10 Registration.** Pursuant to 7-201 et seq of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston St., Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.

**.11 Contingent Fees.** The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

**.12 EPA Compliance.** Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

**.13 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 U.S. and Maryland Occupational Safety and Health Act standards.

**.14 Termination for Convenience.** Upon written notice to the Contractor, the University may terminate this contract, in whole or in part, whenever the University shall determine that such termination is in the best interest of the University. The University shall pay all reasonable costs incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor may not be reimbursed for anticipatory profits. Termination hereunder, including the determination of rights and obligations of the parties, shall be governed by the provisions of the USM Procurement Policies and Procedures.

**.15 Termination 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 withhold payment at the discretion of the University and/or terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work 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 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. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of the USM Procurement Policies and Procedures.

**.16 Disputes.** This contract shall be subject to USM Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

**.17 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 University'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 University 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 Contractor may not recover anticipatory profits or costs incurred after termination. The University 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.

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

**.19 Maryland Law Prevails.** The provisions of this contract shall be governed by the laws of Maryland.

**.20 Contractor's Invoices.** 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 Taxpayer Identification Number for all other types of organizations. If a Purchase Order document is used, the Purchase Order Number must be included.

**.21 Pre-existing Regulations.** The regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contractor are applicable to this Contract.

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

**.23 Conflicting Terms.** Any proposal for terms in addition to or different from those set forth in this purchase order or contract or any attempt by the Contractor to vary any of the terms of this offer by Contractor's acceptance shall not operate as a rejection of this offer, unless such variance is in the terms of the description, quantity, price or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Contractor without the additional or different terms. If this purchase order is an acceptance of a prior offer by the Contractor, the acceptance is expressly conditioned upon Contractor's assent to any additional or different terms contained herein. The Contractor understands and agrees that the terms and conditions of this purchase order may not be waived.

**.24 Drug and Alcohol Free Workplace.** The Contractor warrants that the Contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that the Contractor shall remain in compliance throughout the term of the purchase order or contract.

**.25 Retention of Records.** The Contractor shall retain and maintain all records and documents relating to this contract for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the Procurement Officer or designee, at all times.

**.26 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 work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

**.27 Modifications.** This Contract may be amended with the consent of both parties. Amendments may not significantly change the scope of the Contract.

**.28 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 she/he may determine to be appropriate for the convenience of the University.

**.29 Compliance with Laws.** The Contractor hereby represents and warrants that: (a) it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified; (b) it is not in arrears with respect to the payment of any moneys due and owing the State of Maryland, or any department or unit 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) it shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations, under this Contract; and (d) it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

**.30 Payment of State Obligations.** Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for 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 entities, as applicable, are prohibited.

**.31 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.

**.32. 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.

**.33. 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 Contractor.