



REQUEST FOR PROPOSALS

FOR

**THE UNIVERSITY SYSTEM OF MARYLAND AND
THE MARYLAND EDUCATION ENTERPRISE CONSORTIUM (MEEC) FOR
PURCHASE OF AUDIO VISUAL EQUIPMENT**

TU-1350

PROSPECTIVE OFFERORS WHO OBTAINED THIS DOCUMENT FROM THE UNIVERSITY'S WEBSITE, eMarylandMarketplace.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, 4TH FLOOR**

FREE 20-MIN. PARKING METERS ARE AVAILABLE NEAR THE 1ST-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

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THE MARYLAND EDUCATION ENTERPRISE CONSORTIUM (MEEC) FOR
PURCHASE OF AUDIO VISUAL EQUIPMENT
TU-1350**

RFP Issue Date: March 13, 2013

RFP Issuing Office: Towson University Procurement Department

Procurement Officer Representative: Jeffery Sutton
Office Phone: 410-704-4453
Fax: 410-704-8233
e-mail: jsutton@towson.edu

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

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

Pre-Proposal Conference: 4/4/13 – 10:00 AM
Administration Building, Room 424

Deadline for Questions: 4/12/13 – Close of business

Proposals Due: 4/23/13 – Close of business

Date of Award: 5/13/13

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-1350

Entitled: The University System of Maryland and The Maryland Education Enterprise Consortium (MEEC) for Purchase of Audio Visual Equipment

- 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: _____

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Exhibit A	–	Required Contract Provisions
Exhibit B	–	Bid/Proposal Affidavit
Exhibit C	–	Contract Affidavit
Exhibit D	–	Sample Master Agreement
Exhibit F	–	Company Profile
Exhibit G	–	Firm Experience
Exhibit K	–	Addenda Acknowledgment
Exhibit P	–	Pre-proposal Conference Response <i>(User Enabled)</i>
Exhibit S	–	Bid Price Proposal Form <i>(User Enabled)</i>
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Exhibit T	–	Contract Volume Report
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SECTION I. INFORMATION FOR OFFERORS

A. SUMMARY STATEMENT

The purpose of this Request for Proposal (RFP) is to select audio visual equipment suppliers to meet the objectives of the University System of Maryland (USM) and the Maryland Educational Enterprise Consortium. It is our intent to select multiple firms capable of providing audio visual (AV) equipment and limited related services for MEEC member institutions including the University System of Maryland.

The Maryland Education Enterprise Consortium (MEEC) is an initiative of the University System of Maryland comprised of educational agencies throughout the State of Maryland, including:

- 6 education organizations/associations
- 49 higher education agencies
- 24 public K-12 school districts (1475 schools)
- 105 private k-12 schools
- 18 library systems

By combining requirements across all educational agencies in the state, MEEC expects that this RFP will achieve maximum productivity and effectiveness in the acquisition and delivery of Audio Visual equipment.

The MEEC Governance Statements, including the Vision, Mission, Goals, and Values can be found at www.meec-edu.org/governance

B. ISSUING OFFICE AND PROCUREMENT OFFICER

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

C. PRE-PROPOSAL CONFERENCE

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

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

The University is committed to ensuring that persons with disabilities have equally effective opportunities to participate in and benefit from the University's programs and services. Persons who may require reasonable ADA accommodations should contact the Issuing

Office at (410) 704-2171 at least five (5) days prior to any meeting scheduled in connection with this solicitation.

D. QUESTIONS AND INQUIRIES

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

E. PROPOSAL DUE DATE

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

F. DURATION OF PROPOSAL OFFER

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

G. PROCUREMENT METHOD

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

H. BASIS FOR AWARD

1. The University may classify a proposal as "not reasonably susceptible of being selected for award" if it is incomplete or does not meet minimum requirements. The University may also determine that an Offeror is non-responsible, i.e., does not have the capacity in all respects to perform the work required. Should a proposal be judged not reasonably susceptible of being selected for award, or an Offeror found not responsible, the proposal will not be considered further; Offeror will be notified accordingly.
2. Proposals will be evaluated by an evaluation committee. The committee will make a recommendation for award of this contract to the responsible Offeror(s) whose proposal(s) is/are determined to be the most advantageous, considering both technical and price factors as set forth in this RFP.
3. Award pursuant to this solicitation is final only upon approval by the appropriate office of the University System of Maryland (USM) and/or the State of Maryland, and contract execution on behalf of the University.

I. ALTERNATE PROPOSALS

Neither multiple nor alternate proposals will be accepted.

J. MINORITY BUSINESS ENTERPRISE UTILIZATION

Minority Business Enterprises are encouraged to respond.

SECTION II. GENERAL INFORMATION FOR OFFERORS

A. PURPOSE

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

B. ADDENDA TO THE RFP

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

C. PRE-PROPOSAL MODIFICATION OR WITHDRAWAL OF OFFERS

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

D. CANCELLATION OF SOLICITATION/REJECTION OF ALL PROPOSALS

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

E. DISCUSSIONS

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

F. ORAL PRESENTATIONS

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

G. INCURRED EXPENSES

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

H. ARREARAGES

By submitting a response to this RFP, Offeror represents that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of

taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for award.

I. VERIFICATION OF REGISTRATION AND TAX PAYMENT

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

J. ECONOMY OF PREPARATION

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

K. PUBLIC INFORMATION ACT NOTICE

Offeror shall give specific attention to identification of those portions of its proposal considered confidential, or containing proprietary information or trade secrets. Upon request, Offeror shall provide justification why such material should not be disclosed by the University under the Access to Public Records Act, Title 10, Subtitle 6 of the State Government Article, Annotated Code of Maryland.

L. EXECUTION OF PROPOSALS

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

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

M. DISCREPANCIES, EXPLANATIONS AND CLARIFICATIONS

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

N. OFFEROR RESPONSIBILITIES

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

O. REQUIRED CONTRACT PROVISIONS

All proposals submitted, and the contracts executed by the successful Offeror(s), are subject to Exhibit A.

By submitting a proposal, Offeror is deemed to have accepted the terms of this RFP, including Exhibits. All exceptions must be clearly identified in the Transmittal Letter enclosed with the technical proposal; a proposal that takes exception to the terms of the RFP may be rejected.

P. FALSE STATEMENTS

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

Q. PAYMENT TO THE CONTRACTOR; TAXES

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

R. PRESS RELEASES

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

S. RECIPROCAL PREFERENCE

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

T. 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 (double-click on link). The form will be provided to all successful bidders as part of the contract process.

U. NON-VISUAL ACCESS

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

V. 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.

W. 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.

SECTION III. EVALUATION PROCEDURE

A. EVALUATION COMMITTEE

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

B. QUALIFYING PROPOSALS

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

C. TECHNICAL EVALUATION

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

D. FINANCIAL EVALUATION

Price proposals will be evaluated separately from Technical Proposals.

E. DISCUSSIONS - BEST AND FINAL OFFERS

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

F. EVALUATION CRITERIA

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

- a. the extent to which Offeror's Proposal meets the RFP objectives;
- b. experience and references;
- c. breadth of offering.

G. FINAL RANKING AND SELECTION

Following evaluation of the technical and price proposals, the evaluation committee will recommend to the Procurement Officer award/awards to the responsible Offeror/Offerors whose proposals are determined to be the most advantageous to the University.

SECTION IV. INFORMATION REQUIRED IN ALL PROPOSALS

A. ORGANIZATION OF PROPOSAL SUBMISSION

1. Proposal Submittals

Offerors should submit one original hardcopy along with an electronic version of both their Technical and Price Proposals per the instructions below.

The original hardcopy and the electronic version of the Technical Proposal should be submitted in the same sealed envelope. The original hardcopy and the electronic version of the Price Proposal should be submitted in the same sealed envelope. Note: The Technical Proposal and the Price Proposal should be submitted in separate envelopes.

2. Two-Volume Submission - Hardcopy.

a. Submit one (1) original hardcopy Technical Proposal in a sealed envelope or package, with the RFP number, due date, and Offeror's name on the outside of each package or envelope. The hardcopy Technical Proposal shall be sealed separate and apart from the hardcopy Price Proposal but submitted simultaneously.

b. Submit one (1) original hardcopy Price Proposal in a sealed envelope or package, with the RFP number, due date, and Offeror's name on the outside of each package or envelope. The hardcopy Price Proposal shall be sealed separate and apart from the hardcopy Technical Proposal but submitted simultaneously.

3. Two-Volume Submission - Electronic.

a. Enclose an electronic version of the Technical Proposal in MS Word or .pdf form and an electronic version of the Price Proposal, Exhibit S (and Exhibit S1 if necessary) in MS Word format, with the hardcopy of the technical and financial volumes, respectively. CD's or USB flash drives are acceptable and should be labeled on the outside with RFP number and title, Offeror name, and the volume description (Technical or Price) and sealed in the appropriate envelope or package.

b. Submit two (2) CD's or two (2) USB flash drives, one containing the technical response, the other containing the financial response. **Do not include them both on one CD or flash drive or in the same envelope or package. Submission of price or cost information in the Technical Proposal may result in rejection of your proposal.**

B. TRANSMITTAL LETTER

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

C. TECHNICAL PROPOSAL

1. Submit the technical proposal in a sealed envelope or package separate and apart from the financial proposal. Ensure that it is page-numbered and prepared in a clear and concise manner that addresses each part of the RFP. **Do not include price information in the technical proposal.**
2. Organize the technical proposal in the same sequence as Section IV, D. of this RFP, and address each separate item herein, confirming compliance and describing in detail how Offeror proposes to meet or exceed each requirement. All items listed below should be completed, signed (if required) and scanned to one (1) Adobe (.pdf) file. Please include a Table of Contents or index with sections labeled as described below.

D. TECHNICAL PROPOSAL CONTENTS

The Technical Proposal should be prepared in a clear and concise manner. It should address all appropriate points of this RFP except price information. The contents of this volume must address the following items as indicated below. Offerors must indicate page numbers of their proposal and are requested to provide tabs to separate responses to each of the technical criteria. Include the following in your technical proposal:

1. Executive Summary
A brief synopsis that demonstrates the Offeror's understanding of the contract's requirements highlighting Offeror's proposed solution.
2. Approach
 - A. Specifically address the manufacturers you represent and would like to offer. Each Offeror must provide a letter, certificate or other evidence that they are a recognized and approved reseller of the equipment and associated offerings in their proposal. If the Offeror proposes to resell multiple brands, they must provide a letter, certificate or other evidence that they are a recognized and approved reseller for each and every brand or manufacturer. Confirm that your proposal includes the entire current product line of the brand or manufacturer. It is not necessary to list each and every product in the current line. Stipulate any exceptions that will not be included or offered for sale under the MEEC contract. The USM reserves the right to contact any manufacturer to verify that the Offeror is authorized and approved by the manufacturer to resell the equipment and associated software. If such authorization is denied, the Procurement Official may consider the Offeror's proposal not susceptible of receiving an award and may reject the Offeror's proposal.
 - B. Discuss your ability to service MEEC members from all geographic regions of Maryland.
 - C. Provide a written description of the warranty that will be included in the prices quoted and/or discounts offered. The description of the warranty must include:

- a. the length of the warranty period
 - b. how the start date of the warranty is determined
 - c. items and services covered by the warranty
 - d. conspicuous items and/or services not covered by the warranty.
 - e. description of how repairs required after the warranty period will be handled.
- D. Describe your approach to product support and your ability to assist customers with product selection and warranty coordination. Discuss the expertise of your staff and how it is maintained.
- E. The successful contractors will have significant interactions with the Executive Director of MEEC during the life of this contract. Provide a résumé for the person who will serve as the main contact for the Executive Director of MEEC.
- F. Detail your administrative capabilities with specific attention to order entry and tracking, service order tracing, warranty coordination, recall notification, billing and reporting. Illustrate your capabilities by providing your current website information and describe how your website will be set up to meet the needs of the MEEC contract. Provide a description of the process to be used by ordering institution personnel when requesting quotes for equipment (for institution purchases, not personal purchases). Provide sample quotes, reports and invoices. Comment on your ability to provide an Asset Delivery Report similar in form and content to Exhibit U.
- G. Explain how your business policies, terms and conditions present the best value to our members. Specifically address your policies concerning returns, restocks, equipment which is defective upon delivery, and breakdowns of equipment while in service. Explain your extended warranty process.

Note: Offerors who propose terms and conditions inconsistent with the requirements of the RFP must state those terms and conditions in the Technical Proposal. Mutually agreeable modifications of the solicitation provisions, if allowed by law, will be documented by express identification in the final contract as superseding the pertinent provisions of the solicitation.

- H. Equipment suppliers often have multiple price lists and it is difficult for a using agency to determine which list is being used and what combination of list price and discount represents the best value.

Explain your pricing policy for this contract and how it ensures that our members receive the best possible pricing for their AV system needs. Specifically address what price list you intend to use.

Note: The MEEC expects to receive the best discount available from its supplier/contractor. If during the life of any resulting contract a better discount is offered to another customer then that discount shall be offered to MEEC members.

3. Company Profile
Complete the Company Profile form included with this RFP (Exhibit F), noting the website to be consulted for additional company information.
4. References
Contractors must provide not less than three references. Cited references must be able to confirm, without reservation, the contractor's ability to perform as mandated in this solicitation. The contractor must use these references to support its proposal's viability. Reference information must include, at a minimum, name and address of the reference firm to include a contact name, telephone number and e-mail address.

The University reserves the right to take any or all of the following actions: to reject a proposal based on an unsatisfactory reference, to contact any person or persons associated with the referenced site, to request additional references or contact any known organization using the services supplied by the contractor or the contractor's subcontractors, to contact independent consulting firms for additional information about the contractor or the contractor's subcontractors, to consider past performance with any USM institution even if not provided as a reference, and to have members of the Evaluation Committee visit any or all of the reference sites for demonstrations.
5. The University reserves the right to request Offeror to furnish its most recent annual financial statements or other financial report to confirm financial capacity and stability.
6. Bidder shall submit a State of Maryland Certificate of Good Standing or other filing verifying the bidder is in Good Standing with the Department of Assessments and Taxation of Maryland. Certificates of Status may be obtained on line at <http://www.dat.state.md.us>.

E. PRICE PROPOSAL

1. Use the Price Proposal Form, Exhibit S, included with this RFP, to submit your manufacturers and the associated discounts. All manufacturers will be considered and bidders may offer whatever manufacturers they choose. Bidders may offer a different discount in each product category listed on Exhibit S, but may not list a range of discounts within the product categories. Those responding to this solicitation (Offerors) may elect to respond to one or more of these Categories. Awards (possibly multiple awards) will be made in each Category and responding firms may be awarded in one or more Categories. As technology evolves, the USM and the MEEC member institution may add equipment to the Master Contract Awards, by written modification to the contracts.

The proposed discount from list will be the ceiling for prices paid by member institutions; better discounts may be offered at time of order, if available.

In order to facilitate your electronic submission, Exhibit S is offered as an MS Word electronic form. Exhibit S contains space for up to 15 manufacturers in each category. If you intend to offer more than 15 manufacturers, use Exhibit S1 to supplement your bid form.

2. Include on the Price Proposal form any charges that may be applicable to the work, but have not been requested. All prices and discounts offered shall be firm for the initial contract term.
3. Since the basis of pricing for any award resulting from this RFP will be based on a percentage discount from list price, price increases (reducing the percentage discount from list price) will not be permitted during the contract term or any of the renewal options. Attempts to reduce the base percentage discount from list price may result in termination of the Contractor's Master Contract.

The percentage discount from list price may be increased at any time or for a limited period of time, or in response to a specific Task Order Request for Proposal/Quotes.

4. Our intent is to preserve the discounts available to larger institutions while offering an umbrella of coverage for member institutions of every size.

Several of the larger participating institutions have standardized the equipment/manufacturers for the majority of their AV installations. We anticipate that this equipment will represent a significant portion of the contract volume. The manufacturers' equipment with the highest historical volume is identified on the Price Proposal form.

Bidders are encouraged to include their best discount from list for the frequently purchased items/manufacturers listed.

Note: The manufacturers listed in Exhibit S are for informational purposes meant to show historical usage. They are not the only acceptable manufacturers.

Submit the price proposal separately sealed, and apart from the technical proposal.

Bidders must also include their price list (showing the list prices) on a disk in PDF format, with their Price Proposal.

F. BID/PROPOSAL AFFIDAVIT

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

G. CONTRACT AFFIDAVIT

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

H. ADDENDA ACKNOWLEDGMENT FORM

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

SECTION V – SPECIFICATIONS

A. SCOPE OF SERVICES

The general scope of work shall consist of the provision and delivery of new audio and visual equipment and supplies, as required, to the schools and offices of The University System of Maryland and members of The Maryland Education Enterprise Consortium (MEEC).

This Request for Proposals is intended to result in an **indefinite quantity, indefinite delivery award**. The USM makes no guarantee that any specific volume of purchases or dollar commitment that will be made after award of the contract. Contracts and/or purchase orders will be issued by participating institutions on an as needed basis. Each institution (USM or MEEC institution) will be responsible for payment resulting from purchase orders or contracts issued by the institution. The USM reserves the right to make multiple awards and/or split awards as a result of this RFP.

B. CONTRACT TERM

The initial contract term will be for a period of two years. The Contract term is expected to start in May 2013 and end in May 2015. The contracts awarded as a result of this RFP may be renewed for up to three, 12-month, separately executable, renewal option periods with the same terms, conditions, and basis of pricing, at the unilateral option of the University.

C. BACKGROUND SUMMARY FOR MEEC

The Maryland Education Enterprise Consortium (MEEC) is an initiative of the University System of Maryland comprised of educational agencies throughout the State of Maryland, including:

- 6 education organizations/associations
- 49 higher education agencies
- 24 public K-12 school districts (1475 schools)
- 105 private K-12 schools
- 18 library systems

By combining requirements across all educational agencies in the state, MEEC expects that this RFP will achieve maximum productivity and effectiveness in the acquisition and delivery of Audio Visual equipment.

The MEEC Governance Statements, including the Vision, Mission, Goals, and Values can be found at www.meec-edu.org/governance

D. ELIGIBILITY TO PURCHASE

The pricing, terms and conditions of any successful offeror's proposal and any contract that results from this RFP may be made available to other agencies for cooperative procurements. By submitting a proposal, the contractor agrees to extend the proposal price structure and discounts to all University System of Maryland campuses and facilities within the state of Maryland, and any member of The Maryland Educational Enterprise Consortium (MEEC).

All purchases under this contract by any entity which is not a unit or agency of the State of Maryland (1) shall constitute a purchase or contract between the Contractor and that entity only, (2) shall not constitute a purchase or contract of the State of Maryland, (3) shall not be binding or enforceable against the State of Maryland or any of its units or agencies, and (4) may be subject to other terms and conditions agreed to by the Contractor and the purchaser. Contractor bears the risk of determining whether or not any entity from which the Contractor receives an order under the contract is a unit or agency of the State of Maryland such that the contract may be enforced against the State of Maryland.

E. FORMATION OF AGREEMENT/CONTRACT WITH SUCCESSFUL CONTRACTOR

Towson University will administer the Master Contracts awarded as a result of this RFP. They will be similar in form to Exhibit D. Campuses using the Master Contracts will issue their own purchase orders/contracts as they order equipment. Invoices will be sent to the campus that issued the purchase order or contract in accordance with the invoicing instructions contained in the purchase order or contract. Disputes over the execution of any purchase order or contract shall be the responsibility of the participating jurisdiction or agency that issued the purchase order or contract. Disputes must be resolved solely between the participating agency and the Supplier.

All Contracts to be entered into as a result of this RFP, if any, shall incorporate the specifications, terms and conditions of this RFP and any amendments thereto, including Exhibit A, the Standard Contract Terms and Conditions, the Contract Affidavit, the Proposal Affidavit, the Forms for Price Proposals, and any other necessary forms or documents.

Any additional terms and conditions, including those for any contract a contractor proposes to use, must be submitted as part of the contractor's proposal by the RFP closing date. This RFP and any resulting contract shall be governed by the University System of Maryland Procurement Policies and Procedures. Those Policies and Procedures may be viewed at the following web site: <http://www.usmsc.edu/procurement/USMppp.pdf>

In the event of a discrepancy between the terms of any resulting contract, including amendments and modifications made thereto, and Contractor's proposal and amendments thereto, the discrepancy shall be resolved by giving precedence in the following order:

1. The institution's Contract.
2. The Master Contract including this Request for Proposal and amendments and modifications made thereto.
3. Contractor's proposal, including amendments and modifications made to the proposal.
4. Contractor's supplemental contract forms, license agreements, service(s) agreements, and other agreement forms.

Secondary Competition – Task Order Request for Quotes/Proposals

It is anticipated that from time to time participating institutions may have a large volume purchase for a specific delivery date and may want to seek secondary competition from contract holders. Any participating institution may issue a Task Order Request for Quotes or a Task Order Request for proposals to contract holders. Awards of Task Order Request for

Quotes/Proposals will be made in accordance with the terms and conditions of the specific Task Order Request for Quotes/Proposals.

F. PROGRESS PAYMENTS

The USM/MEEC has a strong preference for making a single payment to the contractor after acceptance of the equipment by the University or agency. The successful Contractor's proper invoice will be paid on a net 30 day basis.

At the Offeror's written request, the Contracting Official at each institution may consider a request to provide scheduled progress payments tied to deliverables.

G. DELIVERY REQUIREMENTS

1. All audio visual equipment and supplies shall be shipped F.O.B. destination.
2. A "Packing Slip" that clearly identifies the following shall accompany all deliveries:
 - a. The Purchase Order Number
 - b. A description of the equipment of supplies being delivered.
 - c. The quantity being delivered
 - d. Supplier
 - e. Serial Numbers

Shipments must be securely packed against damage and contain operating instructions. Deliveries to all sites must be signed for by the person receiving the equipment or supplies. Desktop delivery must be provided as requested.

When transportation charges are billed, a paid freight bill must accompany the invoice. Cartage, package or boxing charges will not be allowed unless specifically stated in the Purchase Order. All "drop shipments" (direct from a manufacturer or wholesaler) must adhere to the terms specified within this solicitation.

H. WARRANTY

Equipment ordered under this contract shall include the manufacturer's warranty or at least a one year warranty, whichever is longer, unless a longer period of warranty is specified in the ordering institution's quotation request. The Awardee(s) shall act as the manufacturer's agent for all warranty claims. Warranty replacements or repairs shall be made promptly, without cost and to the satisfaction of ordering institution.

I. MINIMUM ORDERS

Member institutions will not be subject to minimum order quantities and/or minimum order amounts.

J. PAYMENT VEHICLES

Awarded suppliers must accept purchase orders, credit cards (with no add-on fees allowed) and institutional checks.

K. REPORTING REQUIREMENTS

Awarded suppliers must provide a semiannual report in the form of Exhibit T, Contract Volume Report that summarizes sales between two dates to the University System of Maryland, sales to K-12 schools, and sales to other MEEC Participants.

L. INSTALLATION

Vendors who sell equipment off this contract agree that their equipment may be installed by another vendor, as required by the purchaser. Should equipment be found to be defective during installation or fail during the warranty period, the vendor who sold the equipment shall be responsible for warranty repair or replacement.

M. PRODUCT OFFERED BY THE BIDDER

The product offered by the Bidder shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the course of the contract, the Bidder shall offer to member institutions a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and discounts as the originally offered item. Items added to a manufacturer's catalog during the term of the contract shall be offered at the then current discount from list.

N. UNIT PRICES

Unit Prices for quotes must be rounded off to no more than two (2) decimal places.

O. RESPOND TO REQUESTS

Awarded Bidder(s) shall respond to every RFQ. If a contractor is unable to provide a quote for any reason, they must submit a "NO QUOTE"/"No Bid" response. Failure to respond may result in termination of the contract with that Award Bidder. All quotes should clearly state that the prices are per the MEEC contract and should include the list price and the discount from list used to arrive at the final price.

P. INVOICING

All invoices should include the customer name, customer purchase order number (if applicable), the item description including manufacturers and part number, the serial number, the list price, the discount from list, quantity, and the extended price.



EXHIBIT A REQUIRED CONTRACT PROVISIONS

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

1. Amendment

The contract documents, as defined within the master contract, constitute the entire agreement between the parties hereto. All other communications between the parties prior to execution of the contract, whether written or oral, with reference to the subject matter of the master contract are superseded by the agreement contained therein. No amendment of this master 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 the master contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State or any department, commission, agency or branch thereof.

3. Maryland Law Prevails

The master 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 a Procurement Affirmation regarding bribery convictions in the form required by University System of Maryland (USM) Procurement Policies and Procedures.

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.

6. Debarment Affirmation

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

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.

8. Affirmation Regarding Sub-Contractors

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

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.

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.

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.

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.

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.

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.

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

Disputes shall be handled between the Contractor and the MEEC member who issued the order. Communications should be directed to the procurement officer of the member institution.

a. Contracts issued by State Agencies in connection with the master 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 a 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 regulations, all disputes arising under or as a result of a breach of the 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 the contract properly and on time, or otherwise violates any provision of the contract, the University may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied on as cause for termination. All finished or unfinished services provided by the Contractor shall, at the University's option, become the University's property. The University shall pay the Contractor fair and equitable

compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the University can affirmatively collect damages. The term "damages" as used in this paragraph may include attorney's fees and litigation costs. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

19. Termination of Contract for Convenience

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

20. Delays and Extensions of Time

N/A

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 MEEC member institution by virtue of any breach of the contract by the Contractor or by virtue of the failure or refusal of the Contractor to perform 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 contract with that standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar to the services hereunder.

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

23. Dissemination of Information

a. During the term of the contract, the Contractor shall not release any information related to the services or performance of the services under the 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 MEEC member institution, 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 the contract by the Contractor, its agents or employees.

24. Ownership of Documents and Materials

N/A

25. Retention of Records

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

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 or other MEEC member institution 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 or other MEEC member institution due to such infringement and all attorneys' fees and litigation expenses reasonably incurred by the State to defend against such a claim or suit. The obligations of this paragraph are in addition to those stated in paragraph c.

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

27. Compliance with Laws

The Contractor hereby represents and warrants that:

a. It is qualified to do business in the State of Maryland, and that it will take such action, as from time to time hereafter, may be necessary to remain so qualified;

b. It is not in arrears with respect to the payment of any monies and owing the State of Maryland, or any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract;

c. It shall comply with all federal, State and local laws, ordinances applicable to its activities and obligations under the contract; and;

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

28. Subcontracting or Assignment

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

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 the contract. Further, it is expressly understood that the Contractor shall indemnify and save harmless the University or MEEC member institution, its officers, agents, and employees from and against all claims, suits, judgments, expenses, actions, damages and costs of every name and description, including

reasonable attorney's fees and litigation expenses arising out of or resulting from the negligent performance of the services of the Contractor under the contract.

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 will 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 the 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

N/A

33. Cooperation with University and State Representatives

N/A

34. Inspection by the University

N/A

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 MEEC member institution and to prevent the loss of, or damage to the property of the MEEC member institution 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 MEEC member institution.

36. Responsibility for Damage

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

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

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

38. Suspension of Work

N/A

39. Payment of State Obligations

Payments to the Contractor pursuant to this contract shall be made no later than 30 days after the 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

N/A

41. Intellectual Property

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

42. Civil Rights Act of 1964

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

43. Termination of Multi-Year Contracts

N/A

44. Contract Changes

N/A

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 State Government Article § § 15-501 et seq. of the Annotated Code of Maryland.

47. Compensation and Method of Payment

Contractor agrees to include on the face of all invoices, 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 MEEC Members

a. Except as provided in b., the use or execution by a MEEC member 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 a MEEC member 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 MEEC member by its procurement officer; and

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

49. Indemnification

The University nor any MEEC member institution 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 it may introduce to the job site. The Contractor is responsible for any and all costs incurred by the University in remediating spills or releases of materials introduced onto the job site.

51. Insurance and Indemnification Provisions

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

b. The Contractor shall secure, pay the premiums for, and keep in force until the expirations of the contract, and any renewal thereof,

adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under the contract.

- (1) Commercial General Liability Insurance including all extensions –
\$2,000,000 each occurrence;
\$2,000,000 personal injury;
\$2,000,000 products/completed operations;
\$2,000,000 general aggregate
- (2) Workmen's Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland.
- (3) Owner's, Landlord's and Tenant's and Contractor's bodily injury liability insurance, with limits of not less than \$500,000 for each person and \$2,000,000 for each accident.
- (4) Property damage liability insurance with a limit of not less than \$2,000,000 for each accident.
- (5) If automotive equipment is used in the operation, automobile bodily injury liability insurance with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident, and property damage liability insurance, with a limit of not less than \$2,000,000 for each accident.
- (6) N/A

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

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

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

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

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

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 the contract and will not disclose such nonpublic personal information to any other party unless such disclosure is (i) allowed by the GLB Act and consented to by the 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 the agreement.

55. I-9 Requirement

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

56. Mandated Contractor Reporting of Suspected Child Abuse & Neglect

Maryland law contains mandatory reporting requirements for all individuals who suspect child abuse or neglect. Contractors performing work on campus also must comply with USM Board of Regents (BOR) VI-1.50 – Policy on the Reporting of Suspected Child Abuse & Neglect, as well as the University Procedures for Reporting Suspected Child

Abuse and Neglect. The above-referenced USM/University Policy and Procedures are available in full at the following link: <https://inside.towson.edu/generalcampus/tupolicies/documents/06-01.50%20Policy%20on%20the%20Reporting%20of%20Suspected%20Child%20Abuse%20and%20Neglect.pdf>, and are incorporated herein. The University reserves the right to terminate the contract if Contractor fails to comply with the above-referenced policy or procedures, or if, in the judgment of the University, termination is necessary to protect the safety and welfare of children who come into contact with the University community.



**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):

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):

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).

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):

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: _____

(if not applicable, so state).

(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. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

P. 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 C
Contract 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 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 fee, 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.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated _____, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

DATE: _____

BY: _____
(Signature)

(Authorized Representative and Affiant)



**EXHIBIT D
SAMPLE MASTER AGREEMENT**

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

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

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

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

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

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

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

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

Total Project Cost \$ _____

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

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

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

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

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

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

CONTRACTOR

Witness

Corporate Officer or Authorized Agent

Date

*AFFIX
CORPORATE
SEAL*

Printed Name and Title

TOWSON UNIVERSITY

Witness

Authorized Agent

Date

Printed Name and Title



**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:

SIMILARITIES BETWEEN THIS PROJECT AND TU PROJECT:



**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 T
CONTRACT VOLUME REPORT**

CONTRACTOR'S NAME: _____

Period _____ **thru** _____
(date) **(date)**

	Product Category Descriptions	Sales	July – December 2013	Cumulative Total
Group 1	Audio Equipment	Sales to USM		
		Sales to K – 12		
		Sales to other MEEC participants		
		Total Group 1:		
			July – December 2013	Cumulative Total
Group 2 and 2a	Presentation Equipment and Supplies/Accessories	Sales to USM		
		Sales to K – 12		
		Sales to other MEEC participants		
		Total Groups 2 & 2a:		
			July – December 2013	Cumulative Total
Group 3 and 3a	Projector Data/Video and Supplies/Accessories	Sales to USM		
		Sales to K – 12		
		Sales to other MEEC participants		
		Total Groups 3 & 3a:		
			July – December 2013	Cumulative Total
Group 4	Monitors	Sales to USM		
		Sales to K – 12		
		Sales to other MEEC participants		
		Total Group 4:		
			July – December 2013	Cumulative Total
Group 5 and 5a	Media Recording/Playback Products and Supplies/Accessories	Sales to USM		
		Sales to K – 12		
		Sales to other MEEC participants		
		Total Groups 5 & 5a:		
			July – December 2013	Cumulative Total
Group 6	Photography Equipment & Supplies	Sales to USM		
		Sales to K – 12		
		Sales to other MEEC participants		
		Total Group 6:		
			July – December 2013	Cumulative Total
Group 7 and 7a	Videoconferencing Equipment and Supplies/Accessories	Sales to USM		
		Sales to K – 12		
		Sales to other MEEC participants		
		Total Groups 7 & 7a:		

Group 8	Cables	Sales to USM		
		Sales to K – 12		
		Sales to other MEEC participants		
		Total Group 8:		
Group 9	Locking and Security Devices	Sales to USM		
		Sales to K – 12		
		Sales to other MEEC participants		
		Total Group 9:		

EXHIBIT U

Sample Asset Delivery Report

Provide in Excel format - several MEEC member institutions use the information contained on this sample report, to support the asset record keeping.

Account Name	Customer Purchase Order Number	Vendor Invoice Number	Vendor Invoice Date	Vendor Ship Date	Ship to Customer	Ship to Address 1	Ship to Address 2	Ship to City	MFG	Part Number	Description	Serial Number	Unit Sell Price	Extended Sell Price
BEST COUNTY PUBLIC SCHOOLS	31P3332221119994444	I-2222224444	2/14/2013	2/11/2013	BEST ELEMENTARY SCHOOL	123 BEST ROAD	ATTN: BEST PRINCIPAL	BEST TOWN	BEST MFG	P111H454020	POWERBLASTER 115W W / ARM	QUXFZ70019LLPP2	\$949.00	\$949.00