



REQUEST FOR PROPOSALS

FOR

**TOWSON UNIVERSITY (TU) ON BEHALF OF
THE MARYLAND EDUCATION ENTERPRISE CONSORTIUM (MEEC) FOR
AUDIO VISUAL HARDWARE & SERVICE SUPPLIERS**

TU-1901

PROSPECTIVE BIDDERS/OFFERORS WHO OBTAINED THIS DOCUMENT FROM THE UNIVERSITY'S WEBSITE, E-MARYLAND MARKETPLACE, OR ANY SOURCE OTHER THAN THE PROCUREMENT OFFICER, SHOULD PROVIDE THEIR NAMES AND EMAIL ADDRESSES TO THE **ISSUING OFFICE BY CONTACTING (410) 704-2171**, TO ENSURE RECEIPT OF ADDENDA AND OTHER COMMUNICATIONS REGARDING THE SOLICITATION.

ISSUING OFFICE
PROCUREMENT DEPARTMENT
8000 YORK ROAD
TOWSON, MD 21252-0001

NOTE:

IF YOU PLAN TO HAND DELIVER YOUR BID/PROPOSAL OR USE AN OVERNIGHT COURIER, DELIVER THE BID TO THE PROCUREMENT DEPARTMENT LOCATION TO ENSURE TIMELY DELIVERY.

PROCUREMENT OFFICE LOCATION
ADMINISTRATION BUILDING
7720 YORK ROAD, 4TH FLOOR
TOWSON, MD 21204

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/maps/index.html>

PARKING INFORMATION
<http://www.towson.edu/parking/visitors/index.html>

MINORITY BUSINESSES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION

KEY INFORMATION SUMMARY SHEET

REQUEST FOR PROPOSALS

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TU-1901

RFP Issue Date:	August 31, 2018
RFP Issuing Office:	Towson University Procurement Department
Procurement Officer Representative:	Robert Zengel Phone: 410-704-3492 Fax: 410-704-8233 e-mail: rzengel@towson.edu
Procurement Office Location: <i>(preferred—hand deliver/courier)</i>	Towson University Procurement Department Administration Building, 4 th Floor 7720 York Road Towson, MD 21204
Pre-Proposal Conference:	September 7, 2018 – 10:00 AM Administration Building, Room 424 RSVP REQUIRED
Deadline for Questions:	September 14, 2018 – 4:30 PM
Proposals Due:	October 2, 2018 – Close of Business
Contract Term:	January 28, 2019 – January 27, 2020 with up to four (4) one-year renewal options, at the sole discretion of the University.

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

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

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

Bid/Proposal Number: _____ Entitled: _____

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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SECTION I. INFORMATION FOR OFFERORS

A. SUMMARY STATEMENT

The purpose of this Request for Proposal (RFP) is to select audio visual hardware and service providers to meet the objectives Towson University (TU) and the Maryland Educational Enterprise Consortium (MEEC). It is our intent to award multiple contracts to offerors capable of providing audio visual (AV) and video hardware, and services necessary to install, and configure the hardware for optimal use.

MEEC is a unique organization, uniting K-20 education partners in Maryland to provide quality information technology opportunities at affordable prices. Maryland educational institutions including the University System of Maryland and USM Institutions, private higher education institutions, community colleges and other public higher education entities, K-12 (public, and private) schools, public library systems, public museums, and teaching hospital institutions are eligible to participate in MEEC projects. Participation in all aspects of the consortium is voluntary and non-exclusive.

MEEC currently has over 200 separate educational entities participating in Software, Hardware, and IT Services Agreements representing more than 214,000 FTE of faculty and staff. A complete list of existing MEEC participants is located under Membership>Current Members at the following URL: <http://meec-edu.org/current-members/>

Note: Some of the participants have overseas facilities/affiliations which are eligible to use the contract. The participants which have facilities overseas should have links to that information on the URL listed in this paragraph. The MEEC reserves the right to add additional overseas facilities as needed during the life of the Contract. The following overseas facilities are provided as examples of those facilities and are in no way to be considered inclusive:

UMUC European Division Unit 29216 APO, AE 09102 The Johns Hopkins University Bologna Center Via Belmeloro, 11 40126 Bologna, Italy	Nanjing Center for Chinese and American Studies Nanjing, PRC UMUC Asian Division Headquarters Unit 5060 Box 0100 APO AP 96328-0100
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By combining requirements across all educational agencies in the state, MEEC expects this RFP will achieve maximum productivity and effectiveness in the acquisition and installation of audio visual services.

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 must 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 recommend award to the responsible offeror whose proposal is determined to be the most advantageous to the University, considering both technical factors and price.
3. Award pursuant to this solicitation is final only upon approval by the appropriate office of the University System of Maryland (USM) and/or the State of Maryland, and contract execution on behalf of the University.

I. ALTERNATE PROPOSALS

Neither multiple nor alternate proposals will be accepted.

J. MINORITY BUSINESS ENTERPRISE UTILIZATION

Minority business enterprises are encouraged to respond.

END OF SECTION I

SECTION II. GENERAL INFORMATION FOR OFFERORS

A. PURPOSE

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

B. ADDENDA TO THE RFP

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

C. PRE-PROPOSAL MODIFICATION OR WITHDRAWAL OF OFFERS

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

D. CANCELLATION OF SOLICITATION/REJECTION OF ALL PROPOSALS

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

E. DISCUSSIONS

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

F. ORAL PRESENTATIONS

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

G. INCURRED EXPENSES

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

H. ARREARAGES

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

I. VERIFICATION OF REGISTRATION AND TAX PAYMENT

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

J. ECONOMY OF PREPARATION

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

K. PUBLIC INFORMATION ACT NOTICE

Offeror shall give specific attention to identification of those portions of its proposal considered confidential, or containing proprietary information or trade secrets. Upon request, offeror shall provide justification why such material should not be disclosed by the University under the Public Information Act, Title 4, Subtitle 3 of the General Provisions Article, Annotated Code of Maryland.

L. EXECUTION OF PROPOSALS

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

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

M. DISCREPANCIES, EXPLANATIONS AND CLARIFICATIONS

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

N. ORDER OF PRECEDENCE

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

1. A Change Order to a Task Order Contract (TOC)
2. Task Order Contracts (TOC) and/or Statements of Work (SOW), executed from time to time, between Buying MEEC Member and a Contractor, pursuant to RFP and resultant Master Contracts
3. The Master Contract executed by the parties and/or Purchase Order issued by the University;
4. The solicitation, including Exhibit A (Required Contract Provisions) and all other attachments, exhibits, and addenda;
5. Offeror's proposal, including amendments and modification made to the proposal; and
6. Offeror's supplemental contract forms, license agreements, service(s) agreements, and other agreement forms.

No modifications to this order of precedence will be accepted.

O. INCORPORATION BY REFERENCE

All contracts awarded 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, Required Contract Provisions; Exhibit B, Proposal Affidavit; Exhibit C, Contract Affidavit, the Price Proposal form(s), and any other necessary forms or documents.

P. FORMATION CONTRACT WITH SUCCESSFUL OFFEROR

The University will administer the Master Contracts awarded as a result of this RFP. They will be similar in form to Exhibit D, Sample Agreement. MEEC Members using the Master Contracts will issue their own purchase orders/task order contracts as they contract for hardware and services. Invoices shall be sent to the MEEC Member issuing the purchase order or contract in accordance with the invoicing instructions contained in the purchase order and/or contract. Disputes over the execution of any purchase order or contract shall be the responsibility of the participating MEEC Member issuing the purchase order or contract. Disputes must be resolved solely between the MEEC Member and the Supplier.

Q. CONTRACT ELIGIBILITY

By submitting a proposal, the contractor agrees to extend the proposal price structure and discounts to any member of The Maryland Educational Enterprise Consortium (MEEC) in good standing.

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.

The supplier will be responsible for obtaining tax-exempt certificates from MEEC Members who are tax exempt.

R. SURCHARGE PAYMENT TO MEEC

The Offeror is contractually bound to support the surcharge payment of 0.5% on all hardware purchases for MEEC Members purchasing under a contract resulting from this RFP. The surcharge does not apply to the purchase of services under a contract resulting from this RFP.

The Offeror will transmit funds associated with the 0.5% to MEEC by electronic transfer (ACH, wire transfer, or credit card) on a bi-annual basis, to occur not later than March 15th and September 15th. Tracking and reporting of MEEC Member purchases must be submitted to MEEC at the time payment is received. Offeror shall use Attachment 3, Cumulative Report Template, to report MEEC Member purchases. Attachment 3 will be provided in excel format to successful offerors.

S. MEEC INFORMATION SESSIONS

Successful Offerors shall participate in Information Sessions for the new contract with the MEEC members across the State of Maryland and/or via Web Conference. Responsibilities for the informational sessions include, but are not limited to, presentations, demonstrations, customer support in sharing relevant information with MEEC members for acquiring MEEC solutions under the resulting contract from this RFP, and working closely with the MEEC Office in the coordination, planning, and delivery of the information sessions assuring quality roll-out of the new contract.

T. 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; a proposal that takes exception to the terms of the RFP may be rejected.

U. OFFEROR RESPONSIBILITIES

Successful offerors shall be responsible for all products and services required by this RFP. All orders must be processed through the offeror(s) who receive award through this RFP. Subcontractors, if any, must be identified and a complete description of their role relative to the project must be identified. Only offerors that respond to this RFP and receive an award shall be eligible to sell from the contract. Firms that do not submit a proposal directly will not be eligible.

Successful offerors shall retain and maintain all records, and documents relating to this contract for three (3) years after final payment by the MEEC Member or any applicable statute of limitation, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the MEEC Members, including the Procurement Officer or designee at all reasonable times.

V. 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.

W. 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.

The MEEC Member prefers to make a single lump payment for the awarded offeror after acceptance of hardware, and/or services. At the offeror's written request, the MEEC Member may consider a request to provide scheduled progress payments aligned with deliverables.

X. PRESS RELEASES

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

Y. 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.

Z. 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.

AA. 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.

BB. PARKING

All vehicles parked on Towson University property must strictly observe University parking regulations. Each vehicle parked on campus between 6 am and 8 pm, Monday through Thursday, and from 6 am to 3 pm on Fridays, must display a valid University permit unless parked at a paid meter. Parking on sidewalks or unpaved areas is prohibited at all times.

All fines for parking or other vehicle violations are the responsibility of the Contractor. This applies to vendors, salespersons, company vehicles, and Contractor employees' personal vehicles. Long- and short-term permits are available, at designated rates, for vendors with contracts that require them to park regularly on the campus; see the parking website at <http://www.towson.edu/parking/visitors/index.html> for permit rates and information to support preparation of Bid/Price Proposal. Parking Transportation phone: (410) 704-7275. **NOTE: INCLUDE PARKING FEES IN BID/PRICE PROPOSAL.**

CC. SMOKING

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

END OF SECTION II.

SECTION III. EVALUATION PROCEDURE

A. EVALUATION COMMITTEE

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

B. QUALIFYING PROPOSALS

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

C. TECHNICAL EVALUATION

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

D. FINANCIAL EVALUATION

Price proposals will be evaluated separately from Technical Proposals.

E. DISCUSSIONS - BEST AND FINAL OFFERS

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

F. EVALUATION CRITERIA

1. Technical and financial merit shall be accorded equal importance.
2. The technical evaluation criteria are listed below in descending order of importance:
 - a. extent to which the proposal meets the RFP objectives;
 - b. offeror experience, qualifications, and references; and
 - 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 to the responsible offerors whose proposals are determined to be the most advantageous to the University.

H. DEBRIEFING

Unsuccessful offerors may request debriefing by written request to the Procurement Officer, made prior to award. Debriefings shall be limited to discussion of each unsuccessful offeror's proposal.

END OF SECTION III.

SECTION IV. INFORMATION REQUIRED IN ALL PROPOSALS

A. ORGANIZATION OF PROPOSAL SUBMISSION

1. Proposal Submittals

- a. Offerors shall submit one (1) original hardcopy along with a digital version of both their Technical and Price Proposals.
- b. The original hardcopy and the digital version of the Technical Proposal shall be submitted in a sealed envelope.
- c. The original hardcopy and the digital version of the Price Proposal shall be submitted in a sealed envelope.

Note: The Technical Proposal and the Price Proposal shall 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 - Digital

- a. Enclose a digital version of the Technical Proposal in MS Word or .pdf format and a digital version of the Price Proposal in MS Word format with the hardcopy of the technical and financial volumes, respectively. CDs, DVDs or USB flash drives are acceptable and should be labeled on the outside with the 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 and in the same envelope or package. Submission of price or cost information in the Technical Proposal may result in rejection of your proposal.**

4. The University reserves the right to make multiple copies of the proposal for evaluation purposes

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.
3. All items requested in Section IV.D of this RFP shall be complete, signed (if required), and scanned to one (1) .PDF file. Please include a Table of Contents or index with sections labeled as described in Section IV.D of this RFP.

D. TECHNICAL PROPOSAL CONTENTS

1. Executive Summary. A brief synopsis that demonstrates offeror's understanding of the University's requirements, highlighting offeror's proposed solution,
2. Approach. Offerors may respond to this RFP solely for hardware, solely for services, or for both hardware and services.
 - a. Hardware.
 - (1) Identify the manufacturers you represent and plan to offer using the Hardware Manufacturer List, Exhibit R (Fillable PDF). Only list the manufacturer, and do not separate each and every product in the current line of the manufacturer. For example, offerors would list Epson, and not Epson Bright Futures, Epson Brightlink, Epson ProG Series.
 - (2) Each Offeror must provide a letter (from manufacturer), certificate or other evidence that they are a recognized as an approved reseller of the hardware and associated offerings included on the submitted Hardware Manufacturer List, Exhibit R (Fillable PDF).
 - i. 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.
 - ii. Offeror shall confirm proposal includes the entire current product line of the brand or manufacturer. Stipulate any exceptions that will not be included or offered for sale under this contract.
 - iii. The University reserves the right to contact any manufacturer to verify that the Offeror is authorized and

approved by the manufacturer to resell the hardware 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.

- (3) Discuss your ability to service MEEC Members from all regions of Maryland.
- (4) Provide a written description of the warranty to be included with each hardware sale. The description of the warranty shall include:
 - i. the length of the warranty period;
 - ii. how the warranty start date is determined;
 - iii. items covered by the warranty;
 - iv. items not covered by the warranty; and
 - v. how repairs required after the warranty period will be handled.
- (5) Describe your approach to product support, and your ability to assist MEEC Members with product selection, and warranty coordination.

b. Services.

- (1) Identify the services you plan to offer and the contract regions (Attachment 1) you propose to serve using Exhibit S, Service Offering Matrix (Fillable).
- (2) Offeror shall provide evidence of qualification to perform the services offered in their proposal. Service Provider Qualifications Table, Exhibit T, includes the preferred/required professional certifications and experience levels for each service area. Offerors shall include the number of employees who possess the desired credentials, as well as a resume that describes each employee's credentials, experience, and education. A copy of each employee's certification shall be included.
- (3) Discuss your ability to service MEEC Members from the contract regions you propose to serve. Note: Offerors awarded will be expected to attend pre-proposal conferences, site visits, and other on-site meetings as requested by the MEEC Members in the contract region.
- (4) Provide a written description of the warranty provided on your service. The description of the warranty shall include:
 - i. the length of the warranty period;
 - ii. how the warranty start date is determined;
 - iii. services covered by the warranty;

- iv. services not covered by the warranty; and
 - v. how repairs required after the warranty period will be handled.
- (5) Describe your approach to customer support, and your ability to assist MEEC Members with services you propose.

c. General Requirements.

- (1) Discuss the expertise of your employees, and how they maintain proficiency in the industry for both hardware & service.
- (2) Awarded offerors will have significant interaction with the Executive Director of MEEC during the life of this contract. Provide the name, title, and contact information for the individual(s) at your firm who will serve as the main contact for the following:
 - i. Contract issues, and escalation. The individual shall have the authority to make executive-level decisions;
 - ii. Administrative tasks concerning updates to the MEEC website;
 - iii. Bi-Annual reporting, and ad-hoc reporting as required; and
 - iv. MEEC surcharge tracking, reporting, and transmission of funds.
- (3) Detail administrative capabilities with specific attention to order entry and tracking, service order tracking, warranty coordination, recall notification, billing and reporting.
 - i. Illustrate your capabilities by providing your current Web site information, and describe how your Web site will be set-up to meet the needs of the MEEC contract.
 - ii. Describe your ability to include reporting flexibility to meet ad-hoc reporting as may be needed by the MEEC Office. The Offeror must be able to support reporting requirements based on granular product and user information (e.g., detail such as delineation of specific manufacturer or product categories).
- (4) Provide a description of the process to be used by MEEC Member personnel when requesting quotes for services. Provide sample quotes, reports and invoices. Note: invoice and quotes must include the list price, the discount from list, and the extended price.
- (5) Explain how your firm presents the best value to our members. Specifically address your policies concerning returns, restocks, hardware determined defective upon delivery, and breakdowns of in-service hardware. Explain your extended warranty process.
- (6) Address techniques to ensure classroom instruction time is not impacted by AV system failure.

- (7) Offeror shall explain the methodology for tracking, reporting, and payment of the MEEC Surcharge on hardware purchases (Section II.R).
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. Offeror References. Offerors shall submit not less than three (3) references using the Firm Experience Form (Exhibit G). The references shall demonstrate the offeror's capabilities for the hardware and services offered. The University reserves the right to make such investigations as it deems necessary to confirm the responsibility of an offeror. In the absence of information clearly indicating that the offeror is responsible, the Procurement Officer shall make a determination of non-responsibility.
5. Evidence of Bidder Responsibility. The University may require any bidder to furnish additional information regarding past performance, financial capacity, technical expertise, or other qualifications bearing on performance of the contract, and reserves the right to consider any information otherwise available, or to make such additional investigations as it deems necessary to confirm the responsibility of any offeror.
 - a. 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.
 - b. Offeror 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 online at <http://dat.maryland.gov>

E. PRICE PROPOSAL

1. Hardware Price Proposal
 - a. Use the Hardware Price Proposal Form, Exhibit R1 (Fillable PDF), included in this RFP to submit your authorized manufacturers and the associated percentage discount off list price.
 - (1) All manufacturers will be considered, and offerors may propose as few, or as many as they choose.
 - (2) Offerors may propose a different discount in each product category, and may respond to one or more of the product categories.
 - (3) Offerors may list a range of discount within the product categories.
 - (4) Only list the manufacturer, and do not separate each and every product in the current line of the manufacturer. For example, offerors would list Epson, and not Epson Bright Futures, Epson Brightlink, Epson ProG Series.
 - b. The basis of pricing for any award resulting from this RFP will be the percentage discount off list price.

- (1) The proposed percentage discount off list price will be floor pricing for MEEC Members. If available, discounts beyond floor pricing may be offered at the time of order.
 - (2) Price increases (reducing the percentage discount off list price) will not be permitted during the base term of the contract, or any of the renewal options.
 - (3) Any attempt to reduce the percentage discount off list price may result in the termination of the offeror's contract.
 - (4) Offerors must factor the MEEC surcharge into their price proposal for hardware.
- c. Hardware suppliers often have multiple price lists, and it's difficult for a MEEC Member to determine the applicable price list, and what combination of list price and discount represents the best value. Explain your pricing policy for this contract, and how it ensures MEEC Members receive the best possible pricing for their AV system needs.
- d. The University's intent is to preserve the available discounts to larger MEEC Members, while offering an umbrella of coverage for MEEC Members of every size. Several of the large participating MEEC Members have standardized the hardware/manufacturers for the majority of their AV installations. The University anticipates standardized hardware will represent a significant portion of the contract volume. The manufacturer's hardware with the greatest historical volume is identified on the Hardware Manufacturer List, Exhibit R, and is for informational purposes only, and not the only acceptable manufacturers.
- e. The University intends to make multiple awards in each product category, and offerors may be awarded in one or more product categories.
- f. As technology evolves, the University may add hardware to the contract, by written modification to the contract, during annual contract renewals.

2. Service Price Proposal

- a. Use the Service Price Proposal Form, Exhibit S1 (Fillable PDF), included in this RFP to submit your fully loaded hourly rates for the following labor categories: programming, technical labor, training, and non-technical labor.
- (1) Offerors may propose different rates in each region, and may respond to one or more regions.
 - (2) Offerors may not list a range of rates within the regions per labor category.
 - (3) Rates shall remain firm for the base contract term. The University will consider adjustments to rates for each renewal option, upon submission of documented increases in labor rates submitted not less than sixty (60) days prior to the expiration of each contract year; however, in no case will increases exceed the percentage increase in the Consumer Price Index for All Urban Customers

(CPI-U) as published by the Federal Government for the DC/MD/VA/WV Region for the latest 12 month period.

- b. Rates shall be used to develop price quotes for MEEC Members, and represent the ceiling price. If available, discounts beneath ceiling pricing may be offered at the time of order.
 - c. The maximum allowable markup for materials incidental to a project/service is 8%.
 - d. The maximum allowable markup for subcontractor services incidental to a project or service is 10%.
 - e. If low voltage permits are required for AV installation in any county in Maryland, the awarded offeror will be responsible for all costs associated with obtaining the permits, and for inspection processes with country government inspectors.
 - f. The University intends to make multiple awards in each region, and offerors may be awarded in one or more regions.
3. Submit the price proposal separately sealed, and apart from the technical 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.

END OF SECTION IV.

SECTION V. SPECIFICATIONS

A. SCOPE

The purpose of this Request for Proposal (RFP) is to select audio visual hardware and service providers to meet the objectives of Towson University (TU) and the Maryland Educational Enterprise Consortium (MEEC). It is our intent to award multiple contracts to offerors capable of providing audio visual (AV) and video hardware, and services necessary to install, and configure the hardware for optimal use.

Offerors may respond to this RFP solely for hardware, solely for services, or for both hardware and services.

B. OBJECTIVES

Offerors shall:

1. Provide comprehensive services necessary for system design and layout, hardware supply, installation, programming, training, maintenance, product knowledge, warranty coordination, and support.
2. Provide a wide selection of highly qualified audio visual service providers.
3. Ensure reliable and continuous availability of critical audio visual and video hardware.
4. Allow MEEC Members from all geographic regions of Maryland to quickly and easily obtain audio visual hardware and service needs.
5. Obtain the best possible pricing for the audio visual hardware and services.
6. Provide superior administrative capability, including state of the art order entry, order tracking, service order tracking, billing and reporting, and warranty coordination.
7. Offer business policies that provide the best value to MEEC Members.

C. CONTRACT TERM & TYPE

1. The initial contract term will be for a period of one (1) year. The contract term is anticipated to begin January 28, 2019 and end January 27, 2020. The University may exercise, in its sole discretion, up to four (4) one-year renewal options.
2. Contracts awarded as a result of this RFP shall be indefinite quantity, indefinite delivery (IDIQ). The University makes no minimum guarantee of usage of this contract after award.
3. The University reserves the right to make multiple awards and/or split award as determined to be in the best interest of the University.

D. REGIONS

1. The University has segmented the State of Maryland into four (4) regions. Please review Regions Coverage Map (Attachment 1).

2. The University recognizes not all offerors will be able and willing to service all regions of the State of Maryland. Thus, the services component of this RFP, and resulting contracts shall be awarded by region.
3. Offerors who receive award for the hardware component of this RFP will be required to provide hardware to all regions. While different percentage off list discounts by region will not be permitted, reasonable differences in shipping costs will be allowed.

E. OFFEROR QUALIFICATION

1. Hardware
 - a. Each offeror must provide a letter, certificate, or other evidence that they are a recognized and approved reseller of the hardware and associated offerings included on the submitted Hardware Manufacturer List, Exhibit R.
 - b. 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.
2. Services
 - a. Offeror shall provide evidence of qualification to perform the services offered in their proposal. Service Provider Qualifications Table (Exhibit T), includes the preferred/required professional certifications and experience levels for each service area.
 - b. Offerors shall include the number of employees who possess the desired credentials, as well as a resume that describes each employee's credentials, experience, and education. A copy of each employee's certification shall be included.

F. HARDWARE CATEGORIES

Audio visual and video hardware has been divided into fourteen (14) categories. The categories are as follows:

1. Audio Hardware
2. Presentation Hardware
3. Presentation Hardware Supplies/Accessories
4. Projector/Data/Video
5. Projector/Data/Video Supplies/Accessories
6. Monitors
7. Media Recording/Playback
8. Media Recording/Playback Supplies/Accessories
9. Photography Hardware
10. Photography Hardware Supplies/Accessories
11. Video Conferencing Hardware
12. Video Conferencing Supplies/Accessories
13. Cables
14. Locking/Security Devices

G. SERVICE CATEGORIES

Service has been divided into four (4) categories. The categories are as follows:

1. System Composition & Configuration
2. Installation
3. Programming
4. Maintenance
5. Training & Support

H. GENERAL CONDITIONS

1. The hardware proposed by the offeror shall be new, not used, and the latest version of the product.
2. If a product is discontinued and/or upgraded during the course of the contract, the offeror shall offer to MEEC Members a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and discounts as the originally offered item.
3. Any items added to a manufacturer's catalog during the term of the contract shall be offered at the then current discount from list.
4. The University and MEEC Members reserve the right to purchase hardware, at the percentage off list discount offered, and perform installation themselves.
5. The University and MEEC Members reserve the right to purchase services only from awarded offerors.

I. DELIVERY

1. Hardware and supplies shall be shipped F.O.B. destination with freight pre-paid and added to the invoice, if applicable.
2. A "Packing Slip" that clearly identifies the following shall accompany all deliveries:
 - a. The Purchase Order Number
 - b. A description of the hardware or supplies being delivered.
 - c. The quantity being delivered
 - d. Supplier
 - e. Serial Numbers
3. Shipments must be securely packed to prevent damage and contain operating instructions. Deliveries to all sites must be signed for by the person receiving the hardware or supplies.
4. 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.
5. Shipping arrangements shall be agreed upon between the supplier and the MEEC Member placing the order.

J. WARRANTY

1. Hardware purchased under this contract shall include the manufacturer's warranty, or at least a one-year warranty, whichever is longer, unless a longer warranty period is specified in a MEEC Member's quotation.
2. The offeror shall act as the manufacturer's agent for all warranty claims.
3. Warranty replacements or repairs shall be made promptly, without cost and to the satisfaction of ordering MEEC Member.
4. The warranty on services such as, design, installation, configuration, programming and all other services ordered under this contract shall be for a period of two years. The warranty shall begin after the MEEC Member's final acceptance of a completed project.

K. CONTRACT USE

1. The MEEC Member may contact any qualified contractor for hardware, and/or any qualified contractor for service (within their region) to request a quote (Task Order Contract). Requests for service shall include a written scope of work, including required project time frames.
2. In some cases, offerors who received an award for the Audio Visual Hardware contract will also receive an award for Audio Visual Services. When appropriate, these offerors may quote both hardware and services at the same time. In these cases, the quotes should be itemized and presented in manner that allows the MEEC Member to easily determine they are receiving contract pricing.
3. The contractor shall be responsive when contacted by a MEEC Member for a quotation for hardware and/or services. .
 - a. If a contractor is unable to provide a quote for any reason, they must submit a "No Quote/No Bid" response.
 - b. Failure to respond may result in termination of the master contract with the awarded offeror.
4. The contractor shall provide a written, not-to-exceed, quote using the discount off list price, rates and markups contained in their contract as a result of this RFP, as applicable.
 - a. The quote must clearly state the prices are per the MEEC contract, and include as applicable (hardware/service), the customer name, item description (including manufacturer and part number), list price, discount from list, quantity, the extended price, labor type, number of hours, and hourly rate.
 - b. Unit prices on quotes shall be rounded off to no more than two (2) decimal places.
 - c. There shall be no fees imposed or charges of any kind for the creation of a quotation for services, or to conduct an onsite or offsite survey for the purpose of creating a quotation for services.

5. The MEEC Member shall return either a contract or Purchase Order to indicate their acceptance of the quote.
6. Awarded offerors must accept purchase orders, credit cards (with no add-on or “convenience” fees allowed) and institutional checks. In cases where credit cards are used, normal bank payment times apply.
7. Each MEEC Member is responsible for payment resulting from purchase orders or contracts issued by the MEEC Member.
8. All invoices provided by the contractor shall include the customer name, customer purchase order number (if applicable), item description (including manufacturer and part number), serial number(s), list price, discount from list, quantity, extended price, labor type, number of hours, and hourly rate.
9. MEEC Members are expected to take the steps necessary to comply with their applicable regulations, policies and procedures. It is anticipated that from time to time, participating MEEC Members may have projects or services that would benefit from secondary competition. Competition is recommended for large contracts and in cases where it will be difficult to determine whether a price is fair and reasonable. Contracts requiring secondary competition will be developed on the following basis:
 - a. The MEEC Member will prepare a hardware list and/or scope of work (e.g., specifications, drawings, scheduling, etc.) for each project, and as applicable, conduct site visits with qualified contractors from their region.
 - b. Contractors who receive a request for proposals or request for quotes will provide the MEEC Member a not-to-exceed price based on the discounts, labor rates, and markups quoted in their offer to this RFP, and as applicable, confirmation of the proposed schedule.
 - c. The MEEC Member will select the contractor whose offer is the best value to the member, best serves the member’s interests, and meets the member’s requirements.
 - d. In no instance will a project’s total price be higher than the not-to-exceed price.
 - e. If additional scope is added to a project including services, the not-to-exceed price is to be revised by the contractor (Change Order to a Task Order Contract) and reapproved by the requesting MEEC Member. The contractor will be responsible for any costs in excess of the approved NTE price, not previously approved by the MEEC Member.

EXHIBIT A

REQUIRED CONTRACT PROVISIONS

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

1. Affirmation - Contingent Fees

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

2. Affirmation - Debarment

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

3. Affirmation Regarding Debarment of Related Entities

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

4. Affirmation - Non-Collusion

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

5. Affirmation Regarding Bribery Convictions

The offeror warrants that neither it nor any of its officer, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government

The Contractor shall submit with its bid/proposal a Procurement Affirmation regarding bribery convictions in the form required by University System of Maryland (USM) Procurement Policies and Procedures.

6. Affirmation Regarding Other Convictions

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

7. Affirmation Regarding Sub-Contractors

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

8. Affirmation - Drug and Alcohol Free Workplace

The contractor warrants that the contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that the contractor shall remain in compliance throughout the term of this contract.

9. Certification of Corporation Registration and Tax Payment

The Contractor shall submit with its bid/proposal a Procurement Affirmation regarding certification of corporation registration and tax payment in the form required by USM Procurement Policies and Procedures.

10. Affirmation - Financial Disclosure

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

11. Affirmation - Political Contribution Disclosure

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

12. Contract Affidavit

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

13. Affirmative Action

The Contractor and all subcontractors shall develop and maintain affirmative action plans directed at increasing the utilization of women and members of minority groups on State public works projects, pursuant to the Executive Order 11246 of the President of the United States of America and guidelines on Affirmative Action issued by the Equal Employment Opportunities Commission (EEOC) 29 C.F.R. part 1608 and the Governor of Maryland's Executive Order 01.01.1993.16.

14. Amendments and Modifications

The contract documents, as defined within the contract, constitute the entire agreement between the parties hereto. All other communications between the parties prior to execution of the contract, whether written or oral, with reference to the subject matter of the contract are superseded by the agreement contained therein. No amendment of this contract shall be binding unless in writing and signed by the parties. Amendments may not significantly change the scope of the contract.

15. Civil Rights Act of 1964

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

16. Compliance with Laws

The Contractor hereby represents and warrants that:

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

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

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

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

17. Compensation and Method of Payment

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

18. Confidentiality; dissemination of Information

Contractor shall not release any information related to services or performance of the services under this Contract, nor publish any final reports or documents without the prior written approval of the University. Contractor shall indemnify and hold harmless the State and the University, its officers, agents and employees from all harm which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, of any information, data, documents, or materials pertaining in any way to this Contract by Contractor, its agents or employees.

19. Conflict of Interest Law

It is unlawful for any State officer, employee, or agent to participate personally in his official capacity through decision, approval, disapproval, recommendation, advice, or investigation in any contract or other matter in which he, his spouse, parent, child, brother, or sister has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee, or agent has previously complied with the provisions of State Government Article § § 15-501 et seq. of the Annotated Code of Maryland.

20. Contract Modifications and Changes

a. The procurement officer unilaterally may, at any time, without notice to the sureties, if any, by written order designed or indicated to be a change order, make any change in work within the general scope of the contract, including but not limited to changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the State-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

b. Any other written order or an oral order, including a direction, instruction, interpretation or determination, from the procurement officer that causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the procurement officer written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.

c. Except as herein provided, no order, statement, or conduct of the procurement officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

d. Subject to paragraph f., if any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change under (b.) above shall be allowed for any costs incurred more than 20 days before the Contractor gives written notice as therein required; and provided further, that in the case of defective specifications for which the State is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.

e. If the Contractor intends to assert a claim for an equitable adjustment under this clause, he shall, within 30 days after receipt of a written change order under a. above or the furnishing or written notice under b. above, submit to the procurement officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the University. The statement of claim hereunder may be included in the notice under b. above.

f. Each contract modification or change order that affects contract price shall be subject to the prior written approval of the procurement officer and other appropriate authorities and to prior certification of the appropriate fiscal authority of fund availability and the effect of the modification or change order on the project budget or the total construction cost. If, according to the certification of the fiscal authority, the contract modification or change order will cause an increase in cost that will exceed budgeted and available funds, the modification or change order may not be made unless sufficient additional funds are made available or the scope of the project is adjusted to permit its completion within the project budget.

g. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under the contract.

21. Contractor's On-Site Representative

The Contractor is required to maintain on site at all times when the work is in progress on this project an individual who represents the Contractor, is responsible for the entire project, and can communicate in English with the University's representative.

22. Contractor's Invoices

Contractor shall include its Taxpayer Identification Number on the face of each invoice billed to the University. If a Purchase Order document is issued, the Purchase Order Number must be included.

23. Cooperation with University and State Representatives

Before any of the work shall begin, the Contractor shall confer with the University's representative at the site and agree on a sequence of procedure, means of access to the premises, space for storage of materials and equipment, use of approaches, use of facilities, etc.

24. Cost and Price Certification

The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

a. A negotiated contract, if the total contract price is expected to exceed \$100,000 or a smaller amount set by the procurement officer; or

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

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

25. Delays and Extensions of Time

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in this contract. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the University may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Contractor, provided the Contractor shall have given notice in writing of the cause of the delay within five (5) days after the delay begins. Any extension

granted shall not require the consent and approval of the Contractor's bondsman or surety.

26. Delivery and Acceptance

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

27. Disputes

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

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

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

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

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

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

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

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

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

28. 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 University, its officers, agents and employees, from all liability which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, of any information, data, documents, or materials pertaining in any way to the contract by the Contractor, its agents or employees.

29. EPA Compliance

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

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

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

30. FERPA

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

31. Gramm-Leach-Bliley Act of 1999

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

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

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

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

32. Inspection by the University

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

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

33. Intellectual Property

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

34. Indemnification

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

35. Insurance and Indemnification Provisions

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

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

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

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

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

c. Each policy for liability protection, bodily injury or property damage must specifically name, on its face, the University System of Maryland as an additional named insured as respects 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*.

36. 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.

37. Local Conditions Covering Work

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

38. 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.

39. Maryland Law Prevails

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

40. Non-Hiring of Employees

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

41. 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.

42. Non-Visual Access

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

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

43. Ownership of Documents and Materials

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

44. Patents, Copyrights and Trade Secrets

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

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

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

45. Payment of State Obligations

Payments to the Contractor pursuant to this contract shall be made no later than 30 days after the University's receipt of a proper invoice from

the Contractor. Charges of late payment of invoices, other than as prescribed by Title 15, subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

46. Policies and Procedures

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

47. Responsibility of Contractor

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

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

48. Responsibility for Claims and Liability

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

49. Responsibility for Damage

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

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

c. The Contractor shall be solely responsible for any damage to the building or its contents for any loss or damage to any property belonging to the University or the University employees when such loss or damage may be attributable to their actions or negligence or the actions or negligence of their employees.

50. Retention of Records

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

51. Set-Off

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

52. 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.

53. 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).

54. 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.

55. Suspension of Work

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

56. Tax Exemption

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

57. 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.

58. 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.

59. Termination of Multi-Year Contracts

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

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

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

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

(2) not otherwise inconsistent with the contract documents.

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

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

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

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

**EXHIBIT B
BID/PROPOSAL AFFIDAVIT**

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

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

C. AFFIRMATION REGARDING OTHER CONVICTIONS RETAINED

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

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 *et seq.*, or the Mail Fraud Act, 18 U.S.C. §1341 *et seq.*, for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

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

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

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

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

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

D. AFFIRMATION REGARDING DEBARMENT

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

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

F. SUB-CONTRACT AFFIRMATION

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

G. AFFIRMATION REGARDING COLLUSION

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

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

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

H. CERTIFICATION OF TAX PAYMENT

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

I. CONTINGENT FEES

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

J. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

K. ACKNOWLEDGEMENT

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

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

Date: _____

By: _____
(Print Name of Authorized Representative and Affiant)

(Signature of Authorized Representative and Affiant)

(Title of 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 OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

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

- | | | |
|--|--|-----------------------------------|
| (1) <input type="checkbox"/> Corporation | <input type="checkbox"/> domestic (i.e., organized in Maryland) or | <input type="checkbox"/> foreign; |
| (2) <input type="checkbox"/> Limited Liability Co. | <input type="checkbox"/> domestic or | <input type="checkbox"/> foreign; |
| (3) <input type="checkbox"/> Partnership | <input type="checkbox"/> domestic or | <input type="checkbox"/> foreign; |
| (4) <input type="checkbox"/> Statutory Trust | <input type="checkbox"/> domestic or | <input type="checkbox"/> foreign; |
| (5) <input type="checkbox"/> Sole Proprietorship | | |

and is registered or qualified as required under Maryland Law

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number: _____

Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT: I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT: I am aware of, and the above business will comply with, Election Law Article, §§14-101 through 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State valued at \$200,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

E. DRUG AND ALCOHOL FREE WORKPLACE

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business's workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business's policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §(2)(b), above;
 - (h) Notify its employees in the statement required by §(2)(b) above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
 - (i) Notify the procurement officer within 10 days after receiving notice under §(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §(2)(h)(ii) above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

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

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

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

(3) If the business is an individual, the individual shall certify and agree as set forth in §(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, 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: _____
(Printed Name and Title of Authorized Representative and Affiant)

(Signature of Authorized Representative and Affiant)

**EXHIBIT D
SAMPLE 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:

**EXHIBIT G
FIRM EXPERIENCE**

Duplicate as necessary to provide all required experience.

PROPOSER:

CLIENT/CUSTOMER:

PROJECT NAME:

ADDRESS:

PROJECT DOLLAR SIZE:

CONTACT PERSON:

START DATE:

TELEPHONE NUMBER:

COMPLETION DATE:

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 _____

Addendum #6, issue date _____

Addendum #7, issue date _____

Addendum #8, issue date _____

Addendum #9, issue date _____

Addendum #10, issue date _____

Signature

Printed Name

Title

Company

Date



**EXHIBIT P
PRE-BID CONFERENCE RESPONSE FORM**

Project Name: MEEC AV Hardware & Services
Project No: TU-1901

A Pre-Proposal Conference will be held on 9/7/18 at 10:00 AM In the Administration Building, 7720 York Road, 4th Floor, Room 424 . Please return this form no later than 9/6/18 to RSVP attendance to the conference.

This is a Microsoft Word fill-in form. Tab to each field to fill in your responses, save the document; then, attach and email the completed form to vnellis@towson.edu, or fax to 410-704-8233.

Link of Campus map

<http://www.towson.edu/maps/index.html>

Parking Information

<http://www.towson.edu/parking/visitors/index.html>

Map link for ADA Accommodations

https://www.towson.edu/maps/documents/campus-map_accessibility.pdf

Please Indicate:

Company/Firm/Offeror Name: _____

Contact Name: _____

Phone: _____

Fax: _____

Email: _____

_____ Number of representatives that will attend the Pre-Bid Conference

_____ No. We will not attend, and plan to propose.

_____ No. We will not attend, and **do not** plan to propose.

EXHIBIT R HARDWARE MANUFACTURER LIST

COMPANY NAME: _____

1. AUDIO HARDWARE

Types of Multimedia In This Category: Microphones, Speakers, Amplifiers, Sound Systems, Racks-Multimedia, Antennas, Assisted Listening Devices, Audio Cassette Players/Recorders, CD Players/Recorders

Historically High Volume Manufacturers: Anchor, Atlas Sound, Audio-Technica, Community Cloud6, Extron, JBL, Mid-Atlantic, Shure, Williams Sound, LightSpeed, TEK, Crown

Manufacturer Offered	Manufacturer Offered	Manufacturer Offered
1.	26.	51.
2.	27.	52.
3.	28.	53.
4.	29.	54.
5.	30.	55.
6.	31.	56.
7.	32.	57.
8.	33.	58.
9.	34.	59.
10.	35.	60.
11.	36.	61.
12.	37.	62.
13.	38.	63.
14.	39.	64.
15.	40.	65.
16.	41.	66.
17.	42.	67.
18.	43.	68.
19.	44.	69.
20.	45.	70.
21.	46.	71.
22.	47.	72.
23.	48.	73.
24.	49.	74.
25.	50.	75.

EXHIBIT R HARDWARE MANUFACTURER LIST

COMPANY NAME: _____

2. PRESENTATION HARDWARE

Types Of Multimedia In This Category: Multimedia Control Systems, Easels, Screens-Projection, Whiteboards-Electronic & Copy Boards, Marker boards, Bulletin Boards, Carts-A/V & Stands-AV, Stage/ Event Lighting, Presentation & Training Aids, Laser Pointers, Lecterns/ Podiums, Power Point Advancers & Teaching Stations

Historically High Volume Manufacturers: Belkin, Crestron, Da-Lite, Electronic Theater Controls, Elmo, Extron, Folson, Kramer, Marshall, Mid-Atlantic, Promethean, Secure-It, Smart Technologies, Spectrum, Sony, Wolf Vision

Manufacturer Offered	Manufacturer Offered	Manufacturer Offered
1.	25.	49.
2.	26.	50.
3.	27.	51.
4.	28.	52.
5.	29.	53.
6.	30.	54.
7.	31.	55.
8.	32.	56.
9.	33.	57.
10.	34.	58.
11.	35.	59.
12.	36.	60.
13.	37.	61.
14.	38.	62.
15.	39.	63.
16.	40.	64.
17.	41.	65.
18.	42.	66.
19.	43.	67.
20.	44.	68.
21.	45.	69.
22.	46.	70.
23.	47.	71.
24.	48.	72.

EXHIBIT R HARDWARE MANUFACTURER LIST

COMPANY NAME: _____

3. PRESENTATION HARDWARE SUPPLIES/ACCESSORIES

Types Of Multimedia In This Category: Webcams, Microphones & Video Cameras

Historically High Volume Manufacturers: Logitech, Polycom, RWH

Manufacturer Offered	Manufacturer Offered	Manufacturer Offered
1.	26.	51.
2.	27.	52.
3.	28.	53.
4.	29.	54.
5.	30.	55.
6.	31.	56.
7.	32.	57.
8.	33.	58.
9.	34.	59.
10.	35.	60.
11.	36.	61.
12.	37.	62.
13.	38.	63.
14.	39.	64.
15.	40.	65.
16.	41.	66.
17.	42.	67.
18.	43.	68.
19.	44.	69.
20.	45.	70.
21.	46.	71.
22.	47.	72.
23.	48.	73.
24.	49.	74.
25.	50.	75.

EXHIBIT R HARDWARE MANUFACTURER LIST

COMPANY NAME: _____

4. PROJECTOR DATA/VIDEO

Types Of Multimedia In This Category: Home Theater, Blu-Ray Players/ Recorders, DVD Players/Recorders, Projectors, Projector Cases/Bulbs, & Document Cameras

Historically High Volume Manufacturers: Chief, Elmo, Epson, NEC, Panasonic, Peerless, Samsung, Sony, Aver, Mitsubishi

Manufacturer Offered	Manufacturer Offered	Manufacturer Offered
1.	26.	51.
2.	27.	52.
3.	28.	53.
4.	29.	54.
5.	30.	55.
6.	31.	56.
7.	32.	57.
8.	33.	58.
9.	34.	59.
10.	35.	60.
11.	36.	61.
12.	37.	62.
13.	38.	63.
14.	39.	64.
15.	40.	65.
16.	41.	66.
17.	42.	67.
18.	43.	68.
19.	44.	69.
20.	45.	70.
21.	46.	71.
22.	47.	72.
23.	48.	73.
24.	49.	74.
25.	50.	75.

**EXHIBIT R
HARDWARE MANUFACTURER LIST**

COMPANY NAME: _____

5. PROJECTOR DATA/VIDEO SUPPLIES/ACCESSORIES

Manufacturer Offered	Manufacturer Offered	Manufacturer Offered
1.	26.	51.
2.	27.	52.
3.	28.	53.
4.	29.	54.
5.	30.	55.
6.	31.	56.
7.	32.	57.
8.	33.	58.
9.	34.	59.
10.	35.	60.
11.	36.	61.
12.	37.	62.
13.	38.	63.
14.	39.	64.
15.	40.	65.
16.	41.	66.
17.	42.	67.
18.	43.	68.
19.	44.	69.
20.	45.	70.
21.	46.	71.
22.	47.	72.
23.	48.	73.
24.	49.	74.
25.	50.	75.

EXHIBIT R HARDWARE MANUFACTURER LIST

COMPANY NAME: _____

6. MONITORS

Types Of Multimedia In This Category: A/V, DVD, TV/DVD Combo, LCD, Plasma, Sympodium Writing Tablet, TV Monitors and Television. All monitors must be flat panels, LCD LED or Plasma TVs.

Historically High Volume Manufacturers: LG, NEC, Sony, Smart Technologies, Toshiba

Manufacturer Offered	Manufacturer Offered	Manufacturer Offered
1.	26.	51.
2.	27.	52.
3.	28.	53.
4.	29.	54.
5.	30.	55.
6.	31.	56.
7.	32.	57.
8.	33.	58.
9.	34.	59.
10.	35.	60.
11.	36.	61.
12.	37.	62.
13.	38.	63.
14.	39.	64.
15.	40.	65.
16.	41.	66.
17.	42.	67.
18.	43.	68.
19.	44.	69.
20.	45.	70.
21.	46.	71.
22.	47.	72.
23.	48.	73.
24.	49.	74.
25.	50.	75.

EXHIBIT R HARDWARE MANUFACTURER LIST

COMPANY NAME: _____

7. MEDIA RECORDING/PLAYBACK PRODUCTS

Types Of Multimedia In This Category: Tapes-Audio & Video, Analog & Digital, Optical Media, Hard Drive Devices, SD/HD Memory Cards-CDs, DVDs

Historically High Volume Manufacturers: Sony, Califone

Manufacturer Offered	Manufacturer Offered	Manufacturer Offered
1.	26.	51.
2.	27.	52.
3.	28.	53.
4.	29.	54.
5.	30.	55.
6.	31.	56.
7.	32.	57.
8.	33.	58.
9.	34.	59.
10.	35.	60.
11.	36.	61.
12.	37.	62.
13.	38.	63.
14.	39.	64.
15.	40.	65.
16.	41.	66.
17.	42.	67.
18.	43.	68.
19.	44.	69.
20.	45.	70.
21.	46.	71.
22.	47.	72.
23.	48.	73.
24.	49.	74.
25.	50.	75.

**EXHIBIT R
HARDWARE MANUFACTURER LIST**

COMPANY NAME: _____

8. MEDIA RECORDING/PLAYBACK PRODUCTS SUPPLIES/ACCESSORIES

Manufacturer Offered	Manufacturer Offered	Manufacturer Offered
1.	26.	51.
2.	27.	52.
3.	28.	53.
4.	29.	54.
5.	30.	55.
6.	31.	56.
7.	32.	57.
8.	33.	58.
9.	34.	59.
10.	35.	60.
11.	36.	61.
12.	37.	62.
13.	38.	63.
14.	39.	64.
15.	40.	65.
16.	41.	66.
17.	42.	67.
18.	43.	68.
19.	44.	69.
20.	45.	70.
21.	46.	71.
22.	47.	72.
23.	48.	73.
24.	49.	74.
25.	50.	75.

EXHIBIT R HARDWARE MANUFACTURER LIST

COMPANY NAME: _____

9. PHOTOGRAPHY HARDWARE

Types Of Multimedia In This Category: Camcorders, Digital Cameras, Digital Video Cameras, Camera Support Equipment, Document Camera, Camera Digital Still, Camera Lenses, Still Digital Cameras; Tripods; Monopods, Lighting

Historically High Volume Manufacturers: Canon, Nikon

Manufacturer Offered	Manufacturer Offered	Manufacturer Offered
1.	26.	51.
2.	27.	52.
3.	28.	53.
4.	29.	54.
5.	30.	55.
6.	31.	56.
7.	32.	57.
8.	33.	58.
9.	34.	59.
10.	35.	60.
11.	36.	61.
12.	37.	62.
13.	38.	63.
14.	39.	64.
15.	40.	65.
16.	41.	66.
17.	42.	67.
18.	43.	68.
19.	44.	69.
20.	45.	70.
21.	46.	71.
22.	47.	72.
23.	48.	73.
24.	49.	74.
25.	50.	75.

**EXHIBIT R
HARDWARE MANUFACTURER LIST**

COMPANY NAME: _____

10. PHOTOGRAPHY HARDWARE SUPPLIES/ACCESSORIES

Manufacturer Offered	Manufacturer Offered	Manufacturer Offered
1.	26.	51.
2.	27.	52.
3.	28.	53.
4.	29.	54.
5.	30.	55.
6.	31.	56.
7.	32.	57.
8.	33.	58.
9.	34.	59.
10.	35.	60.
11.	36.	61.
12.	37.	62.
13.	38.	63.
14.	39.	64.
15.	40.	65.
16.	41.	66.
17.	42.	67.
18.	43.	68.
19.	44.	69.
20.	45.	70.
21.	46.	71.
22.	47.	72.
23.	48.	73.
24.	49.	74.
25.	50.	75.

EXHIBIT R HARDWARE MANUFACTURER LIST

COMPANY NAME: _____

11. VIDEO CONFERENCING HARDWARE

Types Of Multimedia In This Category: Web-Casting & Capturing Equipment, Audio Conferencing Equipment (Phones)

Historically High Volume Manufacturers: Blonder Tongue, Accordant, Life Size, MediaSite, Tandberg, VBrick, PolyCom

Manufacturer Offered	Manufacturer Offered	Manufacturer Offered
1.	26.	51.
2.	27.	52.
3.	28.	53.
4.	29.	54.
5.	30.	55.
6.	31.	56.
7.	32.	57.
8.	33.	58.
9.	34.	59.
10.	35.	60.
11.	36.	61.
12.	37.	62.
13.	38.	63.
14.	39.	64.
15.	40.	65.
16.	41.	66.
17.	42.	67.
18.	43.	68.
19.	44.	69.
20.	45.	70.
21.	46.	71.
22.	47.	72.
23.	48.	73.
24.	49.	74.
25.	50.	75.

**EXHIBIT R
HARDWARE MANUFACTURER LIST**

COMPANY NAME: _____

12. VIDEO CONFERENCING HARDWARE SUPPLIES/ACCESSORIES

Manufacturer Offered	Manufacturer Offered	Manufacturer Offered
1.	26.	51.
2.	27.	52.
3.	28.	53.
4.	29.	54.
5.	30.	55.
6.	31.	56.
7.	32.	57.
8.	33.	58.
9.	34.	59.
10.	35.	60.
11.	36.	61.
12.	37.	62.
13.	38.	63.
14.	39.	64.
15.	40.	65.
16.	41.	66.
17.	42.	67.
18.	43.	68.
19.	44.	69.
20.	45.	70.
21.	46.	71.
22.	47.	72.
23.	48.	73.
24.	49.	74.
25.	50.	75.

EXHIBIT R HARDWARE MANUFACTURER LIST

COMPANY NAME: _____

13. CABLES

Manufacturer Offered	Manufacturer Offered	Manufacturer Offered
1.	26.	51.
2.	27.	52.
3.	28.	53.
4.	29.	54.
5.	30.	55.
6.	31.	56.
7.	32.	57.
8.	33.	58.
9.	34.	59.
10.	35.	60.
11.	36.	61.
12.	37.	62.
13.	38.	63.
14.	39.	64.
15.	40.	65.
16.	41.	66.
17.	42.	67.
18.	43.	68.
19.	44.	69.
20.	45.	70.
21.	46.	71.
22.	47.	72.
23.	48.	73.
24.	49.	74.
25.	50.	75.

EXHIBIT R HARDWARE MANUFACTURER LIST

COMPANY NAME: _____

14. LOCKING AND SECURITY DEVICES

Manufacturer Offered	Manufacturer Offered	Manufacturer Offered
1.	26.	51.
2.	27.	52.
3.	28.	53.
4.	29.	54.
5.	30.	55.
6.	31.	56.
7.	32.	57.
8.	33.	58.
9.	34.	59.
10.	35.	60.
11.	36.	61.
12.	37.	62.
13.	38.	63.
14.	39.	64.
15.	40.	65.
16.	41.	66.
17.	42.	67.
18.	43.	68.
19.	44.	69.
20.	45.	70.
21.	46.	71.
22.	47.	72.
23.	48.	73.
24.	49.	74.
25.	50.	75.

**EXHIBIT R1
HARDWARE PRICE PROPOSAL FORM**

COMPANY NAME: _____

1. AUDIO HARDWARE

Manufacturer Offered		% Discount	Manufacturer Offered		Discount	Manufacturer Offered		% Discount
1.			26.			51.		
2.			27.			52.		
3.			28.			53.		
4.			29.			54.		
5.			30.			55.		
6.			31.			56.		
7.			32.			57.		
8.			33.			58.		
9.			34.			59.		
10.			35.			60.		
11.			36.			61.		
12.			37.			62.		
13.			38.			63.		
14.			39.			64.		
15.			40.			65.		
16.			41.			66.		
17.			42.			67.		
18.			43.			68.		
19.			44.			69.		
20.			45.			70.		
21.			46.			71.		
22.			47.			72.		
23.			48.			73.		
24.			49.			74.		
25.			50.			75.		

**EXHIBIT R1
HARDWARE PRICE PROPOSAL FORM**

COMPANY NAME: _____

2. PRESENTATION HARDWARE

Manufacturer Offered		% Discount	Manufacturer Offered		Discount	Manufacturer Offered		% Discount
1.			26.			51.		
2.			27.			52.		
3.			28.			53.		
4.			29.			54.		
5.			30.			55.		
6.			31.			56.		
7.			32.			57.		
8.			33.			58.		
9.			34.			59.		
10.			35.			60.		
11.			36.			61.		
12.			37.			62.		
13.			38.			63.		
14.			39.			64.		
15.			40.			65.		
16.			41.			66.		
17.			42.			67.		
18.			43.			68.		
19.			44.			69.		
20.			45.			70.		
21.			46.			71.		
22.			47.			72.		
23.			48.			73.		
24.			49.			74.		
25.			50.			75.		

**EXHIBIT R1
HARDWARE PRICE PROPOSAL FORM**

COMPANY NAME: _____

3. PRESENTATION HARDWARE SUPPLIES/ACCESSORIES

Manufacturer Offered		% Discount	Manufacturer Offered		Discount	Manufacturer Offered		% Discount
1.			26.			51.		
2.			27.			52.		
3.			28.			53.		
4.			29.			54.		
5.			30.			55.		
6.			31.			56.		
7.			32.			57.		
8.			33.			58.		
9.			34.			59.		
10.			35.			60.		
11.			36.			61.		
12.			37.			62.		
13.			38.			63.		
14.			39.			64.		
15.			40.			65.		
16.			41.			66.		
17.			42.			67.		
18.			43.			68.		
19.			44.			69.		
20.			45.			70.		
21.			46.			71.		
22.			47.			72.		
23.			48.			73.		
24.			49.			74.		
25.			50.			75.		

**EXHIBIT R1
HARDWARE PRICE PROPOSAL FORM**

COMPANY NAME: _____

4. PROJECTOR DATA/VIDEO

Manufacturer Offered		% Discount	Manufacturer Offered		Discount	Manufacturer Offered		% Discount
1.			26.			51.		
2.			27.			52.		
3.			28.			53.		
4.			29.			54.		
5.			30.			55.		
6.			31.			56.		
7.			32.			57.		
8.			33.			58.		
9.			34.			59.		
10.			35.			60.		
11.			36.			61.		
12.			37.			62.		
13.			38.			63.		
14.			39.			64.		
15.			40.			65.		
16.			41.			66.		
17.			42.			67.		
18.			43.			68.		
19.			44.			69.		
20.			45.			70.		
21.			46.			71.		
22.			47.			72.		
23.			48.			73.		
24.			49.			74.		
25.			50.			75.		

**EXHIBIT R1
HARDWARE PRICE PROPOSAL FORM**

COMPANY NAME: _____

5. PROJECTOR DATA/VIDEO SUPPLIES/ACCESSORIES

Manufacturer Offered		% Discount	Manufacturer Offered		Discount	Manufacturer Offered		% Discount
1.			26.			51.		
2.			27.			52.		
3.			28.			53.		
4.			29.			54.		
5.			30.			55.		
6.			31.			56.		
7.			32.			57.		
8.			33.			58.		
9.			34.			59.		
10.			35.			60.		
11.			36.			61.		
12.			37.			62.		
13.			38.			63.		
14.			39.			64.		
15.			40.			65.		
16.			41.			66.		
17.			42.			67.		
18.			43.			68.		
19.			44.			69.		
20.			45.			70.		
21.			46.			71.		
22.			47.			72.		
23.			48.			73.		
24.			49.			74.		
25.			50.			75.		

**EXHIBIT R1
HARDWARE PRICE PROPOSAL FORM**

COMPANY NAME: _____

6. MONITORS

Manufacturer Offered		% Discount	Manufacturer Offered		Discount	Manufacturer Offered		% Discount
1.			26.			51.		
2.			27.			52.		
3.			28.			53.		
4.			29.			54.		
5.			30.			55.		
6.			31.			56.		
7.			32.			57.		
8.			33.			58.		
9.			34.			59.		
10.			35.			60.		
11.			36.			61.		
12.			37.			62.		
13.			38.			63.		
14.			39.			64.		
15.			40.			65.		
16.			41.			66.		
17.			42.			67.		
18.			43.			68.		
19.			44.			69.		
20.			45.			70.		
21.			46.			71.		
22.			47.			72.		
23.			48.			73.		
24.			49.			74.		
25.			50.			75.		

**EXHIBIT R1
HARDWARE PRICE PROPOSAL FORM**

COMPANY NAME: _____

7. MEDIA RECORDING/PLAYBACK PRODUCTS

Manufacturer Offered		% Discount	Manufacturer Offered		Discount	Manufacturer Offered		% Discount
1.			26.			51.		
2.			27.			52.		
3.			28.			53.		
4.			29.			54.		
5.			30.			55.		
6.			31.			56.		
7.			32.			57.		
8.			33.			58.		
9.			34.			59.		
10.			35.			60.		
11.			36.			61.		
12.			37.			62.		
13.			38.			63.		
14.			39.			64.		
15.			40.			65.		
16.			41.			66.		
17.			42.			67.		
18.			43.			68.		
19.			44.			69.		
20.			45.			70.		
21.			46.			71.		
22.			47.			72.		
23.			48.			73.		
24.			49.			74.		
25.			50.			75.		

**EXHIBIT R1
HARDWARE PRICE PROPOSAL FORM**

COMPANY NAME: _____

8. MEDIA RECORDING/PLAYBACK PRODUCTS SUPPLIES/ACCESSORIES

Manufacturer Offered		% Discount	Manufacturer Offered		Discount	Manufacturer Offered		% Discount
1.			26.			51.		
2.			27.			52.		
3.			28.			53.		
4.			29.			54.		
5.			30.			55.		
6.			31.			56.		
7.			32.			57.		
8.			33.			58.		
9.			34.			59.		
10.			35.			60.		
11.			36.			61.		
12.			37.			62.		
13.			38.			63.		
14.			39.			64.		
15.			40.			65.		
16.			41.			66.		
17.			42.			67.		
18.			43.			68.		
19.			44.			69.		
20.			45.			70.		
21.			46.			71.		
22.			47.			72.		
23.			48.			73.		
24.			49.			74.		
25.			50.			75.		

**EXHIBIT R1
HARDWARE PRICE PROPOSAL FORM**

COMPANY NAME: _____

9. PHOTOGRAPHY HARDWARE

Manufacturer Offered		% Discount	Manufacturer Offered		Discount	Manufacturer Offered		% Discount
1.			26.			51.		
2.			27.			52.		
3.			28.			53.		
4.			29.			54.		
5.			30.			55.		
6.			31.			56.		
7.			32.			57.		
8.			33.			58.		
9.			34.			59.		
10.			35.			60.		
11.			36.			61.		
12.			37.			62.		
13.			38.			63.		
14.			39.			64.		
15.			40.			65.		
16.			41.			66.		
17.			42.			67.		
18.			43.			68.		
19.			44.			69.		
20.			45.			70.		
21.			46.			71.		
22.			47.			72.		
23.			48.			73.		
24.			49.			74.		
25.			50.			75.		

**EXHIBIT R1
HARDWARE PRICE PROPOSAL FORM**

COMPANY NAME: _____

10. PHOTOGRAPHY HARDWARE SUPPLIES/ACCESSORIES

Manufacturer Offered		% Discount	Manufacturer Offered		Discount	Manufacturer Offered		% Discount
1.			26.			51.		
2.			27.			52.		
3.			28.			53.		
4.			29.			54.		
5.			30.			55.		
6.			31.			56.		
7.			32.			57.		
8.			33.			58.		
9.			34.			59.		
10.			35.			60.		
11.			36.			61.		
12.			37.			62.		
13.			38.			63.		
14.			39.			64.		
15.			40.			65.		
16.			41.			66.		
17.			42.			67.		
18.			43.			68.		
19.			44.			69.		
20.			45.			70.		
21.			46.			71.		
22.			47.			72.		
23.			48.			73.		
24.			49.			74.		
25.			50.			75.		

**EXHIBIT R1
HARDWARE PRICE PROPOSAL FORM**

COMPANY NAME: _____

11. VIDEO CONFERENCING HARDWARE

Manufacturer Offered		% Discount	Manufacturer Offered		Discount	Manufacturer Offered		% Discount
1.			26.			51.		
2.			27.			52.		
3.			28.			53.		
4.			29.			54.		
5.			30.			55.		
6.			31.			56.		
7.			32.			57.		
8.			33.			58.		
9.			34.			59.		
10.			35.			60.		
11.			36.			61.		
12.			37.			62.		
13.			38.			63.		
14.			39.			64.		
15.			40.			65.		
16.			41.			66.		
17.			42.			67.		
18.			43.			68.		
19.			44.			69.		
20.			45.			70.		
21.			46.			71.		
22.			47.			72.		
23.			48.			73.		
24.			49.			74.		
25.			50.			75.		

**EXHIBIT R1
HARDWARE PRICE PROPOSAL FORM**

COMPANY NAME: _____

12. VIDEO CONFERENCING HARDWARE SUPPLIES/ACCESSORIES

Manufacturer Offered		% Discount	Manufacturer Offered		Discount	Manufacturer Offered		% Discount
1.			26.			51.		
2.			27.			52.		
3.			28.			53.		
4.			29.			54.		
5.			30.			55.		
6.			31.			56.		
7.			32.			57.		
8.			33.			58.		
9.			34.			59.		
10.			35.			60.		
11.			36.			61.		
12.			37.			62.		
13.			38.			63.		
14.			39.			64.		
15.			40.			65.		
16.			41.			66.		
17.			42.			67.		
18.			43.			68.		
19.			44.			69.		
20.			45.			70.		
21.			46.			71.		
22.			47.			72.		
23.			48.			73.		
24.			49.			74.		
25.			50.			75.		

**EXHIBIT R1
HARDWARE PRICE PROPOSAL FORM**

COMPANY NAME: _____

13. CABLES

Manufacturer Offered		% Discount	Manufacturer Offered		Discount	Manufacturer Offered		% Discount
1.			26.			51.		
2.			27.			52.		
3.			28.			53.		
4.			29.			54.		
5.			30.			55.		
6.			31.			56.		
7.			32.			57.		
8.			33.			58.		
9.			34.			59.		
10.			35.			60.		
11.			36.			61.		
12.			37.			62.		
13.			38.			63.		
14.			39.			64.		
15.			40.			65.		
16.			41.			66.		
17.			42.			67.		
18.			43.			68.		
19.			44.			69.		
20.			45.			70.		
21.			46.			71.		
22.			47.			72.		
23.			48.			73.		
24.			49.			74.		
25.			50.			75.		

**EXHIBIT R1
HARDWARE PRICE PROPOSAL FORM**

COMPANY NAME: _____

14. LOCKING AND SECURITY DEVICES

Manufacturer Offered		% Discount	Manufacturer Offered		Discount	Manufacturer Offered		% Discount
1.			26.			51.		
2.			27.			52.		
3.			28.			53.		
4.			29.			54.		
5.			30.			55.		
6.			31.			56.		
7.			32.			57.		
8.			33.			58.		
9.			34.			59.		
10.			35.			60.		
11.			36.			61.		
12.			37.			62.		
13.			38.			63.		
14.			39.			64.		
15.			40.			65.		
16.			41.			66.		
17.			42.			67.		
18.			43.			68.		
19.			44.			69.		
20.			45.			70.		
21.			46.			71.		
22.			47.			72.		
23.			48.			73.		
24.			49.			74.		
25.			50.			75.		

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

INDIVIDUAL PRINCIPAL

Firm Name: _____
Address: _____

Phone/Fax #: _____
Email Address: _____
FEIN or SSN: _____

Witness: _____ Signature: _____

CO-PARTNERSHIP PRINCIPAL

Address: _____

Phone/Fax #: _____
Email Address: _____
FEIN or SSN: _____
Phone/Fax #: _____

Witness: _____ By: _____
Witness: _____ By: _____
Witness: _____ By: _____

CORPORATE PRINCIPAL

Name of Corporation

Address: _____

Phone/Fax #: _____
Email Address: _____
FEIN or SSN: _____
Phone/Fax #: _____

By: _____
Signature of Officer or Authorized Agent
(Affix Corporate Seal)

Printed Name

Title

Witness: _____

**EXHIBIT S
SERVICE OFFERING MATRIX**

	Region I	Region II	Region III	Region IV
System Composition & Configuration				
Installation				
Programming				
Maintenance				
Training & Support				

Region I

Anne Arundel, Baltimore City/County, Carroll, Harford and Howard Counties

Region II

Caroline, Cecil, Dorchester, Kent, Somerset, Talbot, Wicomico, Worcester and Queen Anne's Counties

Region III

Calvert, Charles, Montgomery, Prince George's and St. Mary's Counties

Region IV

Allegany, Frederick, Garrett and Washington Counties

**EXHIBIT S1
SERVICE PRICE PROPOSAL FORM**

BIDDER'S NAME: _____

PROJECT TITLE: Audio Visual Hardware & Service Suppliers

PROJECT NUMBER: TU-1901

Service Category		Region I Hourly Rate	Region II Hourly Rate	Region III Hourly Rate	Region IV Hourly Rate
1	<u>Programming</u>	\$_____	\$_____	\$_____	\$_____
2	<u>Technical Labor</u> Includes design, engineering & any service that requires CTS, CTS-D or CTS-I certification.	\$_____	\$_____	\$_____	\$_____
3	<u>Training</u> Provide at least an hourly rate for training and resource development. If a standard class catalog exists, include any discounts from list you would like to offer.	\$_____	\$_____	\$_____	\$_____
4	<u>Non-Technical Labor</u>	\$_____	\$_____	\$_____	\$_____

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

INDIVIDUAL PRINCIPAL

Firm Name: _____

Address: _____

Phone/Fax No.: _____

E-mail Address: _____

_____ Federal Tax ID or Social Security No.

Witness: _____

Signed: _____

CO-PARTNERSHIP PRINCIPAL

Address: _____

Phone/Fax No.: _____

E-mail Address: _____

_____ Federal Tax ID or Social Security No.

In the Presence of

Witness: _____

By: _____

Witness: _____

By: _____

Witness: _____

By: _____

Partner

CORPORATE PRINCIPAL

_____ Name of Corporation

Address: _____

Phone/Fax No.: _____

E-mail Address: _____

_____ Federal Tax ID Number

By: _____

Signature of Officer or Authorized Agent
(Affix Corporate Seal)

_____ Printed Name

_____ Title

Witness: _____

EXHIBIT T
SERVICE PROVIDER QUALIFICATION TABLE

Service	Example Tasks	Certification
System Composition & Configuration		
Needs Assessment	Design, prepare, and/or conduct surveys, focus groups, or other instruments to identify future needs or current satisfaction with audiovisual technology; collect results and prepare reports and charts.	No certifications in this service line exist. In lieu thereof, the bidder should present a record of their experience providing this type of service, provide samples of reports, etc.
Equipment Lifecycle Upgrade Assessment	Assist customers with developing a planned, sustainable approach to technology renewal; review and assess the installed audiovisual equipment base and make recommendations for renewal or upgrade; identify gaps between current equipment and preferred levels; prepare reports, quotes, plans, and related documents.	CTS or CTS-D certification preferred
Develop Prototypes and Demonstration Systems	Select and integrate equipment and components; construct and install prototypes or demonstration systems for clients to try and evaluate.	CTS-D certification preferred
Systems and Solutions Development	Identify options and alternatives for audiovisual systems to be installed in classrooms, seminar rooms, lecture halls, conference rooms, and other locations typical of educational environments; develop integration solutions that ensure system components work together smoothly and reliably; apply InfoComm or comparable standards acceptable to the client.	CTS-D certification Required

EXHIBIT T
SERVICE PROVIDER QUALIFICATION TABLE

Service	Example Tasks	Certification
Installation		
Cabling	Assess cabling needs; provide, run, and terminate coax, twisted-pair, and fiber cables following applicable industry standards; core-drill and trough-lay cabling; install cabling in walls, ceilings, floors, indoor or outdoor; connect cables to equipment, wall plates, connection junction boxes, couplers, receivers, transmitters, or other termination points; test cabling runs for continuity, signal strength, and interference; remediate and repair cabling problems; adhere to local, state, or federal code and regulations, plus any customer-specific cabling requirements.	CTS-I preferred.
System Installation	Prepare and conduct audiovisual system installation or renewal work; follow client-specific standards, conventions, and procedures as well as industry best practices; adhere to local, state, or federal code and regulations as applicable to the installation work.	CTS-I certification required for at least one installer; for jobs that use more than one installer, the lead must be CTS-I certified.
System and Equipment Testing	Configure the audiovisual system to capture events, actions, and signals needed to produce ad hoc, pre-scheduled, or on-demand reports and queries. Examples include trends, source usage, exceptions, etc. from data supplied from audiovisual control systems processors.	CTS certification required
Equipment Configuration	Prepare or follow a defined testing plan; conduct various types of tests such as system acceptance, equipment function verification, and general system condition testing; ensure the system performs within applicable standards defined in statements of work or in other sources; verify projector alignment, color calibration, volume levels, clarity, and other parameters are within normal limits and meet client expectations; verify that work is done neatly and professionally; identify degree of compliance with regulations such as American with Disabilities Act (ADA).	CTS certification required

EXHIBIT T
SERVICE PROVIDER QUALIFICATION TABLE

Service	Example Tasks	Certification
Programming		
Control System Programming, Configuration	Develop layouts and functional designs for control system interfaces (touch panels, button systems, etc.) interfaces based on contractor suggestions or from client specifications; using manufacturer-provided toolsets, write programs or configure system functions and features to specifications. Setup control system processors and devices for network-based monitoring and control using tools such as Extron Global Viewer or Crestron FusionRV.	Certification and training can vary by manufacturer system (Crestron, Extron, AMX, etc.). Bidders shall identify the manufacturer lines they can support and present their staff credentials accordingly.
Report and Query Creation from Control System Data		Since the reporting and query capabilities vary by manufacturer system (Crestron, Extron, AMX, etc.). Bidders shall identify the manufacturer lines they can support and present their staff credentials accordingly. Experience producing reports, and samples of previous work, in lieu of certification.

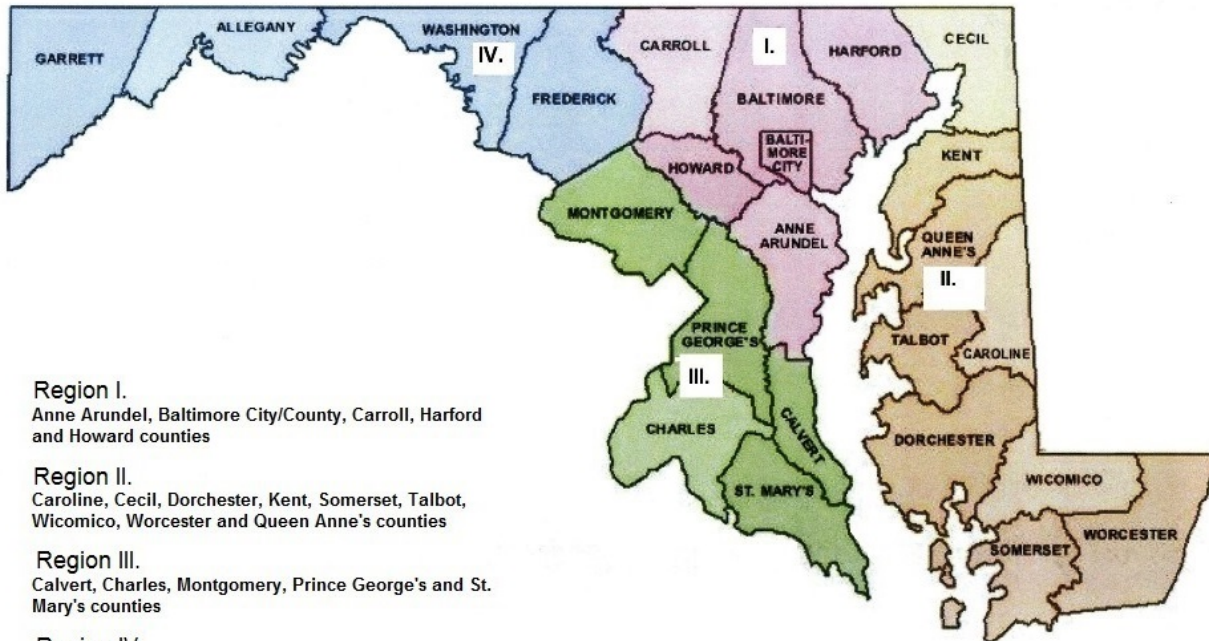
EXHIBIT T
SERVICE PROVIDER QUALIFICATION TABLE

Service	Example Tasks	Certification
Maintenance		
Repairs and Maintenance	Provide on-site troubleshooting, repair, and maintenance services for audiovisual systems and components; put in place temporary solutions or place loaner equipment per customer agreements; replace failed components; check, repair, or replace cabling;	CTS-I required
Advanced Troubleshooting and Diagnostics for Hard-to-Diagnose Issues	Provide on-site and/or remote audiovisual system or component troubleshooting for problems that are above and beyond those commonly encountered such as intermittent, recurring, complex failures, malfunctions, or unacceptable performance; coordinate and communicate with manufacturers or industry experts; conduct research using forums, manufacturer knowledge bases, or other resources; identify root causes; log and examine data and recordings; use necessary equipment, software, and other tools; present solution paths and resolution options.	CTS-I certification required
Preventative Maintenance, Cleaning, Equipment Servicing	Develop or follow a preventative maintenance schedule for audiovisual system and components; check, clean, service, test, or replace parts or components at lifecycle or on condition; arrange and coordinate any work that falls within warranty terms and conditions; check connections, terminations, and performance; ensure system is adjusted to specifications; prepare reports of work completed per client requirements.	CTS certification preferred; experience may be substituted

EXHIBIT T
SERVICE PROVIDER QUALIFICATION TABLE

Service	Example Tasks	Certification
Training & Support		
Training and Resource Development	Develop, plan, and conduct end-user training sessions for audiovisual system users such as faculty and students; develop in-depth training for technical support staff; prepare training and reference resources in print or streaming video formats such as guides, quick tips, manuals, quick-reference cards, how-to instructions, etc.	Previous related experience and samples of previous materials, resources, documents, etc.
End-User Support	Provide telephone, email, Web-based, and/or chat support for end users of audiovisual systems such as faculty and students; respond using client-developed support materials, solutions, FAQ answers, troubleshooting resources, and other materials; track client contacts from initial request through resolution; look up and cross-reference reported problems against known issues in particular venues; contact and engage other support channels, as necessary, for second and third-level support, particularly on-site ground support; provide reports and metrics to demonstrate call solution; administer post-contact satisfaction survey.	HDI certification preferred; CTS-I certification preferred
Product and System Training for Support Staff	Provide in-depth training for the customer's technical and support staff on audiovisual products and systems; topic examples include installation techniques, troubleshooting, configuration, system maintenance, diagnostics and testing procedures, etc.	CTS-I certification required
Emerging Technology and Product Analyses	Find new and emerging technology to be introduced into classrooms, learning spaces, conference facilities, and other customer venues; provide insight into teaching and learning trends and present research to show how the technology options can facilitate positive outcomes.	CTS-D certification preferred

ATTACHMENT 1 REGIONS COVERAGE MAP



Region I.

Anne Arundel, Baltimore City/County, Carroll, Harford and Howard counties

Region II.

Caroline, Cecil, Dorchester, Kent, Somerset, Talbot, Wicomico, Worcester and Queen Anne's counties

Region III.

Calvert, Charles, Montgomery, Prince George's and St. Mary's counties

Region IV.

Allogany, Frederick, Garrett and Washington counties

**ATTACHMENT 2
HISTORICAL CONTRACT VOLUME**

Historical Contract Volume for MEEC AV Hardware (2013-2017)				
	Year 1	Year 2	Year 3	Year 4
Group 1 - Audio	\$155,837.54	\$562,523.41	\$424,996.12	\$660,194.50
Group 2 & 3 - Presentation	\$2,254,891.56	\$3,121,645.71	\$3,413,012.56	\$3,711,742.84
Group 4 & 5 – Projector	\$1,176,514.46	\$1,664,650.38	\$2,017,895.82	\$2,621,625.72
Group 6 – Monitors	\$261,877.00	\$305,911.60	\$1,070,791.40	\$1,924,633.69
Group 7 & 8 – Media Recording/Playback	\$132,514.48	\$101,667.00	\$32,115.09	\$44,121.41
Group 9 & 10 - Photography	\$24,594.00	\$27,253.00	\$7,857.48	\$122,803.22
Group 11 & 12 - Videoconferencing	\$40,730.00	\$93,832.27	\$106,306.30	\$424,940.71
Group 13 - Cables	\$161,012.13	\$109,275.38	\$156,212.27	\$195,038.43
Group 14 – Locking/Security Devices	\$58,441.00	\$6,267.46	\$4,433.16	\$14,908.85
Total Reported Sales	\$4,266,412.17	\$5,993,026.21	\$7,233,620.20	\$9,720,009.37

Historical Contract Volume for MEEC AV Services (2015)			
USM	K-12	MEEC Other than USM	Total
\$843,306.44	\$199,081.12	\$255,391.84	\$1,297,779.73



**ATTACHMENT 3
CUMULATIVE REPORT TEMPLATE**

MEEC Contract Number:
Contractor:
Contractor POC:

Reporting Dates: 1/2018 - 6/30/2018

Group 1	1/1/2018 through 6/30/2018	7/1/2018 through 12/31/2018	Annual Totals
Sales to USM			\$0.00
Sales to MEEC other than USM			\$0.00
Total Category 1:	\$0.00	\$0.00	\$0.00
0.5% MEEC Surcharge Category 1:	\$0.00	\$0.00	\$0.00

Group 2&3	1/1/2018 through 6/30/2018	7/1/2018 through 12/31/2018	Annual Totals
Sales to USM			\$0.00
Sales to MEEC other than USM			\$0.00
Total Category:	\$0.00	\$0.00	\$0.00
0.5% MEEC Surcharge Category:	\$0.00	\$0.00	\$0.00

Group 4&5	1/1/2018 through 6/30/2018	7/1/2018 through 12/31/2018	Annual Totals
Sales to USM			\$0.00
Sales to MEEC other than USM			\$0.00
Total Category:	\$0.00	\$0.00	\$0.00
0.5% MEEC Surcharge Category:	\$0.00	\$0.00	\$0.00

Group 6	1/1/2018 through 6/30/2018	7/1/2018 through 12/31/2018	Annual Totals
Sales to USM			\$0.00
Sales to MEEC other than USM			\$0.00
Total Category:	\$0.00	\$0.00	\$0.00
0.5% MEEC Surcharge Category:	\$0.00	\$0.00	\$0.00

Group 7&8	1/1/2018 through 6/30/2018	7/1/2018 through 12/31/2018	Annual Totals
Sales to USM			\$0.00
Sales to MEEC other than USM			\$0.00
Total Category:	\$0.00	\$0.00	\$0.00
0.5% MEEC Surcharge Category:	\$0.00	\$0.00	\$0.00

Group 9&10	1/1/2018 through 6/30/2018	7/1/2018 through 12/31/2018	Annual Totals
Sales to USM			\$0.00
Sales to MEEC other than USM			\$0.00
Total Category:	\$0.00	\$0.00	\$0.00
0.5% MEEC Surcharge Category:	\$0.00	\$0.00	\$0.00

Group 11&12	1/1/2018 through 6/30/2018	7/1/2018 through 12/31/2018	Annual Totals
Sales to USM			\$0.00
Sales to MEEC other than USM			\$0.00
Total Category:	\$0.00	\$0.00	\$0.00
0.5% MEEC Surcharge Category:	\$0.00	\$0.00	\$0.00

Group 13	1/1/2018 through 6/30/2018	7/1/2018 through 12/31/2018	Annual Totals
Sales to USM			\$0.00
Sales to MEEC other than USM			\$0.00
Total Category:	\$0.00	\$0.00	\$0.00
0.5% MEEC Surcharge Category:	\$0.00	\$0.00	\$0.00

Group 14	1/1/2018 through 6/30/2018	7/1/2018 through 12/31/2018	Annual Totals
Sales to USM			\$0.00
Sales to MEEC other than USM			\$0.00
Total Category:	\$0.00	\$0.00	\$0.00
0.5% MEEC Surcharge Category:	\$0.00	\$0.00	\$0.00

Totals	1/1/2018 through 6/30/2018	7/1/2018 through 12/31/2018	Annual Totals
Sales to USM	\$0.00	\$0.00	\$0.00
Sales to MEEC other than USM	\$0.00	\$0.00	\$0.00
Total All Categories:	\$0.00	\$0.00	\$0.00
0.5% MEEC Surcharge All Categories:	\$0.00	\$0.00	\$0.00