

SPRINKLER AND FIRE SUPPRESSION SYSTEM SERVICES**PROJECT NO. TU-2441**

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

PROCUREMENT OFFICE LOCATION

Administration Building
7720 York Road, 4th Floor
Towson, MD 21204

CAMPUS LOCATION: Directions to the university and a campus map can be found at the following link: <http://www.towson.edu/maps/index.html>

PARKING INFORMATION: Visitor parking available near the 1st-floor building entrance. Please visit the following link for more information: <http://www.towson.edu/parking/visitors/index.html>

MINORITY BUSINESSES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION

KEY INFORMATION SUMMARY SHEET
SPRINKLER AND FIRE SUPPRESSION SYSTEM SERVICES
PROJECT NO. TU-2441

IFB ISSUE DATE: 10/30/24

IFB ISSUING OFFICE: Towson University Procurement Office

PROCUREMENT OFFICER REPRESENTATIVE: Wendy Childs
410.704.3486
Email: wchilds@towson.edu

PROCUREMENT OFFICE LOCATION: Towson University
Procurement Department
Administration Building, 4th Floor
7720 York Road
Towson, MD 21252

PRE-BID/PROPOSAL CONFERENCE: 11/7/24 – 10:30AM – 1st site visit immediately following Pre-Bid/Proposal Conference, Administration Building, Room 408. **ONE SITE VISIT IS MANDATORY.**

SECOND SITE VISIT: 11/12/24 – 1:00PM – 1ST Floor Lobby, Administration Building

DEADLINE FOR QUESTIONS: 11/14/24 – 4:30PM

BIDS DUE (Public Bid Opening): 11/21/24 – 2:00PM, Public Bid Opening at 2:30PM, Administration Building, Room 408

CONTRACT TERM: The term of this contract shall begin on or about December 1, 2024 through November 30, 2025 for one (1) base year, with the University reserving the sole option to exercise four (4) additional one (1) year renewals.

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.

NOTICE TO BIDDER/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.

Project No.: _____ Project Title: _____

If you have responded with a "no bid" please indicate the reasons below (check applicable boxes):

- 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.
- Start-up 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 were not profitable or otherwise unsatisfactory (explain below).
- Payment schedule too slow.
- Other: _____

Explanation: _____

If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the remarks section below:

Remarks: _____

Bidder/Offeror Name: _____

Contact Person: _____

Signature: _____ Date: _____

Address: _____

Email: _____ Phone: _____

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SECTION I. INFORMATION FOR BIDDERS

A. SUMMARY STATEMENT

Towson University (TU) seeks a qualified vendor to provide all labor, supervision, materials, equipment, and permits necessary for inspection, testing and maintenance, recharging, repairs and replacement of fire sprinkler systems and fire suppression systems in accordance with all local, state and federal regulations and procedures. Work performed shall be completed in a manner satisfactory to the Fire Safety Manager (FSM) and/or the Director of Emergency Preparedness (DEP) in all buildings owned and/or operated by Towson University. Refer to "Attachment A – TU Sprinkler and Fire Suppression Device List" for a complete listing.

The Contractor shall assign one (1) Lead Sprinkler Technician to the University who shall be on site for regularly scheduled shifts of eight (8) hours a day, Monday through Friday, forty (40) hours per week, twelve (12) months per year Monday through Friday each week (except when the University is closed). Additionally, the Contractor shall assign one (1) Fire Suppression Technician to the University, as needed, who shall be responsible for all inspection, repair, and maintenance of all fire suppression systems semi-annually.

All work shall comply with the most recent edition adopted by the Maryland State Fire Marshal's office of the 2023 NFPA 25, 2025 NFPA 13, 2022 NFPA 12A, 2024 NFPA 17, 2021 NFPA 17A, 2022 NFPA 2001 2024 NFPA 101, and any other NFPA codes that are in effect at the time of the service is offered. Service technicians must be certified to work on the different systems on Campus.

Buildings equipped with fire sprinkler systems and fire suppression systems report to a proprietary supervising station. Presently there are three fire sprinkler computers; one in the Police Communications Center located in the Public Safety Building, the second in 7800 York Road, and a third in the Press Box located in the Johnny Unitas Stadium. The main service is over Ethernet, and the back-up is a phone line with an Ademco receiver.

Refer to "Attachment B - Maryland Green Purchasing Committee Approved Specification," for additional specifications.

The University intends to award this contract to one (1) contractor.

B. ISSUING OFFICE AND PROCUREMENT OFFICER

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

C. PRE-BID CONFERENCE AND SITE VISIT

1. Two (2) site visits are scheduled and listed on the Key Information Summary Sheet. Please note: in order to be considered for award one (1) site visit is mandatory.
2. Towson University is committed to ensuring that persons with disabilities are given an equally effective opportunity to participate in and benefit from the university's programs and services. Persons with disabilities who might need reasonable accommodations should contact the Procurement Department at least 72 hours before any meetings held in connection with this solicitation at (410) 704-2171.

D. QUESTIONS AND INQUIRIES

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

E. SITE INVESTIGATION

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

F. INSURANCE

1. The Bidder 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 Bidder under the contract. Upon award, the successful Bidder shall furnish certificates of insurance.
 - a. Commercial General Liability Insurance including all extensions; \$2,000,000 each occurrence; \$2,000,000 personal injury; \$2,000,000 products/completed operations; and \$2,000,000 general aggregate.
 - b. Workmen's Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland.
 - c. If automotive equipment is used in the operation, automobile liability insurance of \$1,000,000 combined single limit, each accident.
2. Each policy for liability protection, bodily injury or property damage must specifically name, on its face, Towson University, 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 1.a.-1.e. 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.
3. 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.
4. 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*.

G. BID DUE DATE

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

H. OPENING OF BIDS

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

I. DURATION OF BID OFFER

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

J. PROCUREMENT METHOD

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

K. AWARD

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

L. MULTIPLE BID OR ALTERNATE BIDS

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

M. MINORITY BUSINESS ENTERPRISE UTILIZATION

Minority businesses are encouraged to respond.

END OF SECTION I

SECTION II. GENERAL INFORMATION FOR BIDDERS

A. PURPOSE

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

B. REVISIONS TO IFB

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

C. PRE-BID MODIFICATION OR WITHDRAWAL OF OFFERS

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

D. CANCELLATION OF SOLICITATION/REJECTION OF ALL BIDS

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

E. INCURRED EXPENSES

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

F. ARREARAGES

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

G. VERIFICATION OF REGISTRATION AND TAX PAYMENT

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

H. ECONOMY OF PREPARATION

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

I. PUBLIC INFORMATION ACT NOTICE

Bidder shall give specific attention to identification of those portions of its bid considered confidential, or containing proprietary information or trade secrets. Upon request, bidder shall provide justification why such material should not be disclosed by the University under the Public Information Act, General Provisions Article, §§ 4-401 *et seq.*, Annotated Code of Maryland.

J. EXECUTION OF BIDS

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

1. Sole Proprietorship. Proprietor shall sign full name, with address.

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

K. DISCREPANCIES, EXPLANATIONS AND CLARIFICATIONS

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

L. ORDER OF PRECEDENCE

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

1. The contract executed by the parties and/or Purchase Order issued by the University;
2. The solicitation, including Exhibit A2 - Required Contract Provisions for Construction/Maintenance, and all other Exhibits; and
3. The bid as submitted by bidder and accepted by the University.

No modifications to this order of precedence will be accepted.

M. REQUIRED CONTRACT PROVISIONS

Bids submitted, and contract(s) executed with the successful bidder, are subject to Exhibit A-1 and Exhibit A-2 (if applicable).

By submitting a bid, the vendor is deemed to have accepted the terms of this IFB, including exhibits; a bid that takes exception to the terms of the IFB may be rejected. Mutually agreeable modifications of the solicitation provisions, if allowed by law, will be documented by express identification in the final contract as superseding the pertinent provisions of the solicitation.

N. FALSE STATEMENTS

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

O. PAYMENT TO THE CONTRACTOR

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

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

P. VENDOR ELECTRONIC FUNDS TRANSFER REGISTRATION

Contractors of the State are required to complete a COT/GAD Form X-10, *Vendor Electronic Funds Transfer (EFT) Registration Request Form*, for each new contract with a value greater than \$200,000. Vendors must register for EFT by submitting a completed COT/GAD Form X-10 to the Comptroller's General Accounting Division (GAD) or request an exemption from GAD. The revised form is on the Comptroller's Web site at

http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Electronic_Funds_Transfer/

Q. RECIPROCAL PREFERENCE

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

R. NON-VISUAL ACCESS

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

S. INTERGOVERNMENTAL COOPERATIVE PURCHASING

The University reserves the right to extend the terms, conditions, and prices of the contract awarded pursuant to this solicitation to other institutions of the University System of Maryland, and to other state educational institutions (e.g., St. Mary's College, Morgan State University, and Baltimore City Community College) and public agencies with similar requirements. Each such entity will issue its own purchasing documents; Towson University assumes no contractual obligations on behalf of other users of its contracts.

T. 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 obtain 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.**

U. SMOKING

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

END OF SECTION II.

SECTION III. BID SUBMISSION REQUIREMENTS

A. ORGANIZATION OF BIDS

1. Bids must be submitted electronically not later than the date and time indicated on the Key Information Summary Sheet.
2. Submit via e-mail as an **attachment**. The e-mail address in which to submit the bid is bids@towson.edu. This e-mail address is for the receipt and storage of authorized Bids **ONLY**. It is not monitored for any other type of correspondence. All other correspondence should be directed to the appropriate procurement representative per the instructions contained in this document. The **project name and number must appear in subject line of email** along with your **company name**.
3. Any email attachment, or cumulative email attachments, at or exceeding 150MB in size will not be accepted by the University email system. Bidders are permitted to separate email attachments into multiple, clearly labeled, emails.
4. If technical data, product literature, or brochures are needed to supplement the bid, enclose those materials after the last required form.
5. Bids that are incomplete or that deviate from the format required in this section may be rejected.

B. SUBMITTAL REQUIREMENTS CHECKLIST

Each bid must include the following:

1. **Exhibit B, BID/PROPOSAL AFFIDAVIT**, typewritten or completed in ink and executed in accordance with the requirements in Section II.
2. **Exhibit F, COMPANY PROFILE**
3. **Exhibit G, FIRM EXPERIENCE**, duplicate as necessary to furnish references for no less than three (3) comparable projects completed within the past five (5) years, or currently underway.
4. **Exhibit K, ADDENDA ACKNOWLEDGMENT FORM**. Should one or more addenda be issued, each bidder must acknowledge receipt using this form, identifying each addendum by number and date, and signing the document.
5. **Exhibit L, KEY PERSONNEL FORM, Furnish a Key Personnel Form for the following:**
 - a. **Lead Sprinkler Tech Specialist**. Lead Sprinkler Tech Specialist must have at least three (3) years of experience performing fire sprinkler inspection, testing & maintenance.
 - b. **Sprinkler Tech Specialist**. Sprinkler Tech Specialist must have at least three (3) years of experience performing fire sprinkler, inspection, testing, and maintenance.
6. **Exhibit R, CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE FORM**
7. **Exhibit S, BID/PRICE PROPOSAL FORM**, typewritten or completed in ink and executed in accordance with the requirements in Section II. Each alteration to the Bid Form must be initialed, in ink, by the signatory
8. **TU-2441, Bid Worksheet**
9. **State of Maryland Contractor License for commercial fire sprinkler systems**, Contractor shall submit a current copy

10. **State of Maryland Non-Water Based Fire Extinguisher System License**, Contractor shall submit a current copy
11. **Kiddie-approved training certification**, Contractor shall submit a current copy.

C. 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 bidder must complete the Contract Affidavit.

D. EVIDENCE OF BIDDER RESPONSIBILITY

The University may require any bidder to furnish additional information regarding past performance, financial capacity, technical expertise, or other qualifications bearing on performance of the contract, and reserves the right to consider any information otherwise available, or to make such additional investigations as it deems necessary to confirm the responsibility of any bidder.

The Procurement Officer shall make purchases from, and award contracts, only to responsible contractors. In the absence of information clearly indicating that the prospective contractor is responsible, the Procurement Officer shall make a determination of non-responsibility.

END OF SECTION III.

SECTION IV. SCOPE OF WORK

PART I. SUMMARY:

Towson University (TU) seeks a qualified vendor to provide all labor, supervision, materials, equipment, and permits necessary for inspection, testing and maintenance, recharging, repairs and replacement of fire sprinkler systems and fire suppression systems in accordance with all local, state and federal regulations and procedures. Work performed shall be completed in a manner satisfactory to the Fire Safety Manager (FSM) and/or the Director of Emergency Preparedness (DEP) in all buildings owned and/or operated by Towson University. Refer to "Attachment A – TU Sprinkler and Fire Suppression Device List" for a complete listing.

The Contractor shall assign one (1) Lead Sprinkler Technician to the University who shall be on site for regularly scheduled shifts of eight (8) hours a day, Monday through Friday, forty (40) hours per week, twelve (12) months per year Monday through Friday each week (except when the University is closed). Additionally, the Contractor shall assign one (1) Fire Suppression Technician to the University, as needed, who shall be responsible for all inspection, repair, and maintenance of all fire suppression systems semi-annually.

All work shall comply with the most recent edition adopted by the Maryland State Fire Marshal's office of the 2023 NFPA 25, 2025 NFPA 13, 2022 NFPA 12A, 2024 NFPA 17, 2021 NFPA 17A, 2022 NFPA 2001 2024 NFPA 101, and any other NFPA codes that are in effect at the time of the service is offered. Service technicians must be certified to work on the different systems on Campus.

Buildings equipped with fire sprinkler systems and fire suppression systems report to a proprietary supervising station. Presently there are three fire sprinkler computers; one in the Police Communications Center located in the Public Safety Building, the second in 7800 York Road, and a third in the Press Box located in the Johnny Unitas Stadium. The main service is over Ethernet, and the back-up is a phone line with an Ademco receiver.

Refer to "Attachment B - Maryland Green Purchasing Committee Approved Specification," for additional specifications.

The University intends to award this contract to one (1) contractor.

PART II. CONTRACT TERM

- A. The term of this contract shall begin on or about December 1, 2024 through November 30, 2025 for one (1) base year, with the University reserving the sole option to exercise four (4) additional one (1) year renewals. The Contractor shall ensure proposed rates account for current rate increases in minimum wage law approved by the Maryland General Assembly. If Maryland's exercised, the option year prices may be adjusted up or down by the percentage change of the Consumer Price Index for All Urban Consumers (CPI-U) US City average, all items, as published by the Federal Government for the latest available twelve (12) month period at time of renewal. An annual adjustment shall not exceed 3%.

- B. Any work assigned before, but completed after, the effective termination date of the Contract is to be honored with all terms, conditions, specifications and costs of the Contract and Task Order until the work is completed and accepted by the EP FSM or assigned designee.

PART III. PROJECTED VOLUMES

- A. The following contract usage is an estimate, not to be construed with actual contract usage. There is no minimum usage on this contract.
 - 1. The estimated usage for the Lead Sprinkler Tech Specialist is 2,080 hours per contract year.
 - 2. The estimated usage for the Sprinkler Tech Specialist is 20 hours per contract year.
 - 3. The estimated usage for the Emergency Sprinkler Tech Specialist is 80 hours per contract year.
 - 4. The estimated usage for the Fire Suppression Tech Specialist is 40 hours per contract year.
- B. The University cannot guarantee any volume, shifts or days to the successful Contractor. The resulting contract shall be for the actual number of labor hours provided only.

PART IV. CONTRACTOR QUALIFICATIONS

- A. The following shall be submitted as part of the Bid Package:
 - 1. **Exhibit F, Company Profile.** Contractors shall have at least five (5) years' experience performing fire suppression and fire sprinkler inspection, testing & maintenance.
 - 2. **Exhibit G, Firm Experience,** Duplicate as necessary to furnish references for not less than three (3) comparable projects of similar size and scope completed within the past five (5) years, or currently underway.
 - 3. **Exhibit L, Key Personnel Form,** Furnish a Key Personnel Form for the following:
 - a. **Lead Sprinkler Tech Specialist.** Lead Sprinkler Tech Specialist must have at least three (3) years of experience performing fire sprinkler inspection, testing & maintenance.
 - b. **Sprinkler Tech Specialist.** Sprinkler Tech Specialist must have at least three (3) years of experience performing fire sprinkler, inspection, testing, and maintenance.
 - NOTE:** Any changes to the Key Personnel shall require an Exhibit L - Key Personnel form for the proposed replacement. The proposed replacement must possess the same experience as originally requested and pass a background check as required in section IV.B. A temporary approval is permitted as described in section IV.B.1.e.
 - 4. State of Maryland Contractor License for commercial fire sprinkler systems.
 - 5. State of Maryland Non-Water Based Fire Extinguisher System License
 - 6. Kiddie-approved training certification.
- B. **Background Check Documents-** The following documents shall be required of the Key Personnel Fire Sprinkler Technician and back-up Fire Sprinkler Technician. Only approved Key Personnel shall work at TU under contract.

Any changes in Key Personnel must be approved and added to the contract via amendment, prior to beginning work on campus. The following documents shall be required within 10 days of the Notice of Recommended Award letter. These documents are **not** due with the bid submittals.

1. **Security and Employee Background Checks.** Contractor will be fully responsible for maintaining the security of the University as it relates to the Contractor's operation and employees. It is the responsibility of the Contractor to become familiar with and abide by the rules and regulations governing security at the University. The University's Public Safety website is located here <https://www.towson.edu/public-safety>.
 - a. Contractor must perform a **Maryland District Court System check** and a **Maryland Judiciary Case Search** on every employee and applicant, prior to assignment to the University's contract.
 - b. Contractor is responsible for determining whether an applicant or employee is eligible for assignment and will be considered in default of the contract if it assigns any individual to campus, without having first initiated a criminal background check.
 - c. Each employee or applicant initially deemed eligible for assignment to the University's contract based on the information received above must then undergo a **fingerprint-based security background check through the Maryland Department of Public Safety and Correctional Services, Criminal Justice Information Systems Central Repository, 1201 Reisterstown Road, Pikesville, MD 21208-3899.**
 - d. Costs associated with screening and security checks shall be borne by the Contractor, not by individual employees or applicants.
 - e. Applicants may be hired temporarily pending confirmation of no disqualifying criminal convictions from the Maryland State Police or FBI. **See Attachment #1** for Disqualification Criteria. Applicants hired temporarily pending completion of background check will not be issued building keys, may not perform any services in the Childcare Center or the playground, and must be under direct supervision during all work in occupied buildings.
 - f. Only workers cleared for and specifically assigned to the Childcare Center may enter that facility. Unauthorized personnel found in that facility are subject to immediate termination from the University's contract.
 - g. **Childcare clearance requires the applicant pass an FBI background check in addition to the Maryland State Police (MSP) background check.**

PART V. DEFINITIONS

- A. The following words and phrases, here appearing capitalized and in quotes, do for the purposes of this solicitation and resultant contract have the following

meanings:

1. "CHANGE ORDER" - A written order signed by the responsible procurement officer, directing a Contractor to make changes in implementation of the project.
2. "CONTRACTOR" - The person or organization having direct contractual relation with the University for the execution of the "Work." If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable.
3. "DRAWINGS" - The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the work, generally including plans, elevations, sections, details, schedules, and diagrams.
4. "EMERGENCY" – An emergency condition is defined as a condition that threatens one (1) or more of the following:
 - a. The health or safety of any person(s) or animal(s).
 - b. The preservation or protection of property; or
 - c. The continuance of necessary University functions.
5. "EMERGENCY PREPAREDNESS FIRE SAFETY MANAGER (EP FSM) OR ASSIGNED UNIVERSITY DESIGNEE" - The University's representative. This person will be responsible for the University for the overall management, administration, communication and completion of the Task Order.
6. "OVERTIME" - A per person hourly rate applied to any hours worked over the threshold of forty (40) hours per seven (7) day period.
7. "SHOP SUPPLIES" – As used under this contract, includes consumable items such as batteries, screws, nails, washers etc., totaling \$20.00 or less per item or in aggregate, necessary for and incidental to the execution and completion of the work.
8. "SUBCONTRACTOR" - As used under the Contract Documents includes only those having a direct contract with the Contractor. This term includes one who furnishes material worked to a special design according to the plans and specifications for the "Work." The term excludes one who merely furnishes material not so worked.
9. "TASK ORDER" - A written document from the EP FSM or assigned designee or the TU procurement office, which directs the Contractor to perform services issued under the umbrella of this master contract.
10. "TU or UNIVERSITY" - Refers to Towson University, a body corporate and an agency and instrumentality of the State of Maryland.
11. "TU HOLIDAY" - Date(s) when Towson University is closed for students and non-emergency University personnel.
 - a. TU Holidays are as follows:
 - (1) New Year's Day
 - (2) Dr. Martin Luther King Jr. Day
 - (3) Memorial Day
 - (4) Juneteenth National Independence Day
 - (5) Independence Day
 - (6) Labor Day
 - (7) Thanksgiving Day
 - (8) Christmas Day
12. "WORK" - Work shall be understood to mean the furnishing of all labor, materials, equipment, services, utilities, and other incidentals necessary to the successful completion of the project and the carrying

out of all the duties and obligations imposed by the Contract.

PART VI. UNIVERSITY DESCRIPTION

- A. University Operating Programs: The University is divided into two operating programs, Program 07 and Program 08. Program 07 consists of the Administrative and Academic facilities. Program 08, also known as Auxiliary Services, is responsible for all residence life facilities, dining facilities, University Union, Childcare Center, and West Village Commons buildings.
- B. The University reserves the right to add or remove buildings and or locations to this contract via contract amendment. Current University buildings are listed below.

PROGRAM 7 – ACADEMIC & ADMINISTRATIVE FACILITIES

401 Washington Ave	General Services	Science Complex
7400 York Rd	Hawkins Hall	Psychology Building
7800 York Rd	Health & Counseling Center	Auburn House
Administration Building	Stephens Hall	Burdick Hall
Landscape Services	Towson Center	Center for the Arts (CFA)
Lecture Hall	Towson University Northeast (TUNE)	Towson Armory
College of Liberal Arts (CLA)	Power Plant	College Of Health Professionals (CHP)
Cook Library	Van Bokkelen Hall	
Enrollment Services	Public Safety	

PROGRAM 8 – AUXILIARY FACILITIES

10 W. Burke Ave	Newell Dining Hall	Barton House
Newell Hall	Towson Run Apartments	Prettyman Hall
Towson town Garage	Childcare Center	Residence Tower
Union Garage	Douglass House	Richmond Hall
Unitas Stadium	Field House	Scarborough Hall
University Union	Glen Dining Hall	Towson Arena
West Village Commons	Glen Garage	West Village Garage
Glen Towers A, B, C, D	HazMat Shed	Marshall Hall
Barnes House	Admin Storage Shed	

- C. The following buildings are not included in Program 7 or Program 8 and shall be serviced upon request of the EP FSM or assigned designee:
 1. Millennium Hall
 2. Harris Hall
 3. Tubman Hall

PART VII. GENERAL INFORMATION AND CONTRACTOR REQUIREMENTS

- A. This contract is a time and material, indefinite delivery, indefinite quantity contract. Although the University intends to have one (1) Lead Sprinkler Tech Specialist on campus forty (40) hours per week for the duration of the contract. The University makes no guarantee on the minimum or maximum number of hours commissioned under the contract.
- B. All work under this contract (inspections, testing, maintenance, repairs, replacements etc.) shall be completed during TU scheduled shifts, with the exception of emergencies as defined in section V.A.4. Work shall be billed as time and material.
- C. No surcharges, fees etc. are allowed under this contract.
- D. The Contractor shall promptly report in writing to the EP FSM or the Director of Emergency Preparedness any existing conditions and/or circumstances resulting from acts of the University or University personnel which interfere with the proper performance of the work in accordance with the specifications set forth herein. Upon receipt of such report from the Contractor, the Fire Safety Manager or Director of EP shall take immediate steps to have such conditions and/or circumstances investigated and corrected.
- E. Hours of Operation:
 - 1. Standard Scheduled Hours: 7:30am – 4:00pm, Monday through Friday.
 - 2. Most work shall be performed between the hours of 7:30 am and 4:00 pm, Monday through Friday. However, the University reserves the right to schedule the work for any time, including evenings and weekends based upon the University’s needs. The University shall give sufficient notification to the contractor for such scheduling.
 - 3. All TU scheduled work shall be billed at the standard hourly rate. There is no night or evening differential allowed on this contract. For example, work scheduled by TU outside of 7:30am - 4:00pm, Monday through Friday schedule, shall be billed at the same rate as work scheduled 7:30am - 4:00pm.
 - 4. If University scheduled work causes overtime as defined in section Part V.A.6., overtime rates shall apply.
- F. Emergency work
 - 1. The Contractor shall provide twenty-four hour, seven days per week emergency service, and shall arrive on Campus within two hours from the time the call was placed.
 - 2. At the start of the contract, the Contractor shall provide emergency service telephone contact information. Failure to respond to emergency calls may find the Contractor in default of the contract.
 - 3. Emergency hourly rates shall be applied when one or more of the conditions defined in section Part V.A.4. are met and the emergency is outside standard scheduled hours.
- G. Personnel Information:
 - 1. The Contractor shall assign a Lead Sprinkler Tech Specialist to the University who shall be on site for regularly scheduled shifts of eight (8) hours a day (7:30am – 4:00pm), Monday through Friday, forty (40) hours per week, twelve (12) months per year Monday through Friday each week (except when the University is closed). When the Lead Sprinkler Tech Specialist is off, the Sprinkler Tech Specialist shall be assigned until the Lead Sprinkler Tech Specialist returns. The replacement Sprinkler Tech Specialist shall be paid the Lead Sprinkler Tech Specialist contract rates.

2. The Contractor shall assign a Fire Suppression Tech Specialist to the University to report to campus as needed.
 3. Upon contract award, the Contractor shall provide the University's designated EP FSM the names and contact information for all personnel who perform the services required under this contract. The list shall include regular employees, back up employees, part time employees and supervisors.
- H. Nonperformance
1. If TU determines that the Lead Sprinkler Tech Specialist, Sprinkler Tech Specialist, Fire Suppression Tech Specialist, or Emergency Sprinkler Tech Specialist assigned by the Contractor is not qualified to perform the services in accordance with the position, TU can release the Tech immediately by notifying the Contractor(s) via telephone or e-mail. The Contractor shall be responsible for assigning a new Tech who is qualified for the position to replace the released staff, if requested.
 2. The University will have a grace period of four (4) hours in which to notify the Contractor of performance of unsatisfactory service. No invoice may be submitted to the University for the time worked. At any time during the assigned work period, the Department may elect to terminate the services of the selected employee. This situation shall be remedied by:
 - a. having a qualified replacement employee be sent, no later than the next business day or
 - b. that the Contractor advise the Department and Procurement Officer of the campus using the service that the assignment cannot be filled.
 - c. Refer to section IV.A.3. for Key Personnel replacement requirements.
- I. Contractor Conduct
1. The Contractor will exercise all reasonable skill, care, and diligence in their performance under this solicitation and adhere to the standards and context listed below:
 - a. The Contractor shall be aware of the educational, learning, and professional environment at all times while on/at TU locations. This will ensure the minimum disruption to the environment.
 - b. In the event that TU determines that a Contractor's staff is not conducting themselves in a professional manner, TU shall contact the Contractor(s) with notice and documentation with respect to such conduct. The Contractor shall promptly investigate the matter and take appropriate action which shall include but not be limited to the following:
 - (1) Reassign or replace the individual.
 - (2) Provide TU notification of such removal.
 - (3) Take other appropriate action to prevent a recurrence.
- J. TU reserves the right to instruct the Contractor to remove an employee from campus without cause.
- K. All Contractor personnel shall be dressed in uniforms displaying the company name and employee name.
- L. The terms and conditions of this solicitation and any contracts or purchase orders issued as a result of this document shall supersede and prevail over the

- terms and conditions contained on preprinted Contractor's documents such as quotes and invoices, etc.
- M. The Contractor shall maintain all drawings and diagrams up-to-date reflecting any additions or modifications to the equipment or systems covered under this contract. Copies of drawings or diagrams reflecting said changes shall be provided to the EP FSM at the completion of each contract year.
 - N. Access routes, entrance gates, parking and storage areas, etc., shall be as directed by the designated EP FSM. The Contractor shall conduct all operations in strict observation of the access routes and other areas established as previously described. Observances shall include any imposed time limitations.
 - O. Security: The Contractor shall be responsible for maintaining the security of the University as it relates to the Contractor's employees.
 - P. Kick-Off Meeting shall be held between the University and the Contractor. The Contractor shall have proper representation at the conference. Topics to be discussed shall include contract requirements, projected schedules and administrative procedures.

PART VIII. PRICING

- A. Labor
 - 1. The Bid/Price Proposal form requires four fully loaded hourly labor rates for a Lead Sprinkler Tech Specialist, Sprinkler Tech Specialist, and Emergency Sprinkler Tech Specialist, Fire Suppression Tech Specialist for each year of the contract. Each per hourly rate shall be fully loaded, inclusive of all costs including labor, Contractor owned equipment, disposal costs, training, overhead and profit and any other services necessary for and incidental to the execution and completion of the work. Shop supplies/material valued less \$20.00 individually or in aggregate, are to be included in overhead. The labor rates shall be used in the development of the total evaluated bid amount. All labor rates submitted by the Bidder/Offeror shall be within reason of the rates in the local area.
 - 2. The hourly labor rate will remain fixed on a contract year basis. There is no allowable mark-up on labor.
 - 3. Overtime and TU Holiday man hour rates shall be charged at one and a half times the standard manhour rates. All overtime and TU Holiday work must be approved in writing by the EP FSM in advance. Any overtime/holiday work not approved by the EP FSM by written approval in advance shall not be paid and shall be the responsibility of the contractor. TU Holidays as defined in section V.A.11. are the only holidays eligible for holiday pay.
 - 4. Labor types other than described in this section are not allowable under this contract.
 - 5. The University will not accept nor authorize travel time or expenses of service personnel. The only billable time will be for the actual work completed and determined by the University at the contract labor rates.
 - 6. Labor Tickets are required with invoices.
 - 7. All hours are estimates not to be construed with actual contract usage. There is no guaranteed minimum or maximum usage on the resulting contract.

B. Material

1. Material costs shall be reimbursed to the Contractor with a mark-up not to exceed 10%. The mark-up for material, combined overhead and profit, shall be based on the cost of materials to the Contractor from his usual sources of supply with all usual trade practice discounts deducted. All cost discounts shall be deducted in determining material costs.
2. The Contractor shall provide material as specified by the University from sources at the least cost when requested by the University.
3. TU is tax exempt, however, pursuant to "Exhibit A-2, Required Contract Provisions Construction & Maintenance", section 60, "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." TU will reimburse the contractor for sales tax that was charged for materials that were purchased by the contractor for use in TU projects.
4. Material costs will include only materials incorporated in or consumed by the work or materials surplus to the project needs, which may be approved for retention by the University.
5. Material From Contractor's Stock:
 - a. Contractor's/Company Stock is defined as bulk purchases made by the Contractor for its own stock to be used to provide material for numerous unspecified projects/customers. Items purchased specifically for university work are NOT considered company stock.
 - b. Material taken from the Contractor's stock shall be billed at the current market replacement costs as delivered to the Contractor, plus the Contractors mark-up for materials, not to exceed 10%.
 - c. Note that a special fee or merchandising fee for material taken from stock is not allowed under this Contract.
 - d. Receipts, or invoices for materials are required as back-up documentation with invoices.
 - e. If receipts, or invoices are not available, the Contractor shall provide an "Exhibit T – Contractor's Company Stock Affidavit," listing material description, quantity, unit cost, extended cost, mark-up and total cost, which shall certify that such materials were taken from their stock, that the quantity claimed was actually used, and that the price, transportation and handling of the materials as are claimed represent actual cost shall be submitted by the Contractor as proof of replacement cost.
6. University's right to furnish material
 - a. The University reserves the right to purchase material or job required merchandise, or to furnish such items from stock.
7. A quote is required for material valued over \$20.00 individually or in aggregate, in accordance with Part X.C.2. copies of receipts and/or invoices for materials indicating Contractor discount are required for materials totaling over \$100.00 either individually or in aggregate. Materials totaling \$20.00 or less are included in the labor rate overhead described in Part VIII.A.1.

C. Equipment

1. Usage of Contractor owned equipment shall be included in the man hour rates as stated above in section, VIII.A.1.
 2. Rental Costs:
 - a. Rental charges for equipment are reimbursable. Contractor shall provide a receipt for the rental with their invoice. The mark-up for rental, combined overhead and profit, shall not exceed 15% over invoice price.
 - b. Invoice price includes any sales tax and supplier freight/handling/delivery charges. (Equipment Rental Mark-Up is to cover Contractor's overhead and profit only. The Contractor may not add any charge for handling rental equipment. Time & labor of the Contractor's employees assigned to university work related to ordering, picking up, or handling rental equipment are included in the Contractor's labor charges for the job.)
- D. Subcontracting
1. Subcontracting shall not be permitted without the prior written approval submitted via Exhibit U – Subcontractor Information Form from the EP FSM . The markup for subcontractors shall not exceed 10%. Subcontractor costs to include all coordination time, set up, etc. (Subcontractor mark-up is to cover Contractor's overhead and profit only. Time & labor of the Contractor's employees assigned to university work related to coordination and supervision of subcontractors are included in the Contractor's labor charges for the job.)
 2. The awarded contractor shall self-perform the majority of the scope. Subcontracting is only allowable for specialty work.
- E. The only allowable charges for this contract are those as defined in section VIII. of this solicitation.

PART IX. OPERATING SPECIFICATIONS

- A. Fire Sprinkler Systems
1. The successful Contractor shall provide inspection and testing, maintenance, repair and/or replacements for all fire sprinkler systems and fire suppression systems at the University. Inspections and testing shall be completed as specified.
 - a. Inspection & Testing
 - (1) Weekly
The weekly inspections required by NFPA 25 shall be performed during the quarterly inspections in the months, January, April, July and October.
 - (2) Monthly
Contractor shall perform monthly fire pump run tests as required by NFPA 25.
 - (3) Quarterly
Contractor shall perform four (quarterly) (January, April, July, and October) complete inspections, tests and service routines per year that meet the requirements of the NFPA 25: Standard for the Inspection Testing, and Maintenance of Water-Based Fire Protection Systems.
 - b. Annual Testing and Inspection

- (1) The Contractor shall perform an inspection of the sprinkler systems annually per NFPA 13.
 - c. Triennial Testing (every three years)
 - (1) The Contractor shall perform a full performance test of dry systems. Tests shall be made without the sounding of the building fire alarm system (unless otherwise indicated) and must be scheduled by the EP FSM.
 - (2) The Contractor shall comply with NFPA regulations. Reference NFPA No.25 National Fire Sprinkler Code 2023 edition and NFPA 13 Standard for Installation of Sprinkler systems 2023 edition or the latest edition adopted by the Maryland State Fire Marshal's office.
 - (3) Each inspection shall include a full examination, testing and maintenance relative to general condition and serviceability of each fire sprinkler system as specified in NFPA 25.
 - d. Five-Year Testing
 - (1) The contractor shall perform hydrostatic testing on all dry standpipe systems on campus every five years in accordance with NFPA 25.
 - (2) The University does not expect to require much, if any, hydrostatic testing. Therefore, this solicitation does not ask for the pricing of hydrostatic testing. If testing is required, the Fire Safety Manager (FSM), will request a quote from the contractor. If the cost not found to be fair and reasonable, the University reserves the right to seek hydrostatic testing elsewhere.
 - e. Additional testing of the fire sprinkler system may be required by EP FSM.
2. Maintenance, Repairs and/or Replacements
- a. All maintenance, repairs and or replacements shall be completed during scheduled shifts. No additional labor shall be billed for work completed during a regularly scheduled shift unless the work requires an additional Sprinkler Tech Specialist, referred to as "additional personnel," to complete the service. Use of the additional personnel must be approved in writing in advance by the EP FSM or assigned designee.
 - (1) The Contractor shall be responsible for all necessary repairs, adjustments, and replacement parts to components.
 - (2) Any maintenance, repairs and/or replacements must be approved by the EP FSM, or other authorized designated personnel, prior to starting work. The Contractor is responsible for any charges associated with any work performed without written prior approval from the EP FSM, or other authorized designated personnel.
3. Scheduling of Inspections
- a. The Contractor shall schedule all test and inspection dates through the designated EP FSM. The Contractor shall give a minimum of two weeks advance notice.

- b. The Contractor personnel shall check out keys for buildings in the University Work Control Center, located in the General Services Building. Keys shall be returned to the Work Control Center on the same day.
4. Required Reporting
- a. Initial Operation Status Report
 - (1) The Contractor shall submit the EP FSM a complete written Operation Status Report on all Fire Sprinkler systems throughout campus within sixty (60) days of the start of the contract. The report shall include:
 - i. Date and location of inspection(s) e.g. – building(s) and location within building(s).
 - ii. Findings for each building with a description of any deficiencies
 - iii. Recommendations for any maintenance, repairs and/or replacements, required to bring any deficient areas to code.
 - (2). The EP FSM shall review the Operation Status Report upon completion and determine which recommendations require service. The EP FSM shall request a quote from the contractor to complete the recommendations deemed necessary. The contractor shall supply a quote for any maintenance, repairs and/or replacements in accordance with Part X.C. within five (5) business days and submit to the EP FSM for approval. Upon approval of the EP FSM and issuance of purchase order (if applicable) the work shall be executed in accordance with the specifications within this contract.
 - b. Report of Inspection and Testing
 - (1) Upon completion of inspections, the Contractor shall provide two copies of the Certification report to the EP FSM.
 - (2) Within five (5) business days following the Report of Inspection, the Contractor shall issue a composite letter listing all problems and/or deficiencies as shown on the individual building inspection reports. A copy of this letter shall be provided to the EP FSM.
 - (3) The EP FSM shall review the Operation Status Report upon completion and determine which recommendations require service. The EP FSM shall request a quote from the contractor to complete the recommendations deemed necessary. The contractor shall supply a quote for any maintenance, repairs and/or replacements in accordance with Part X.C. within five (5) business days and submit to the EP FSM for approval. Upon approval of the EP FSM, the work shall be executed in accordance with the specifications within this contract.
 - (4) Any work performed without proper authorization from the University's EP FSM shall be the responsibility of the contractor.

B. **Fire Suppression Systems**

1. The successful Contractor shall provide inspection and testing, maintenance, repair and/or replacements for all fire suppression systems at the University. Inspections and testing shall be completed as specified. The operating specifications for fire suppression are divided into two distinct categories: Kidde Halon 1301 System and Fire Extinguishing Systems (Inergen and FM-200). Dates for inspections shall be coordinated with the Fire Safety Manager.

a. **Kidde Halon 1301 System**

(1) Inspection and Maintenance Schedule:

Inspections shall be done on a semi-annual basis by properly trained, qualified Kidde distributor/representative personnel. Semi-annual (January and July) inspections of the system shall be performed in accordance with applicable NFPA Codes and the current Kidde Inspection and Maintenance Manual for examination on the Halon 1301 System. Inspections shall include, but not be limited to, the following:

- Hazard Condition
- Halon Cylinder Assembly Condition
- Agent Supply
- Detection and Actuation System
- Piping and Nozzles
- Auxiliary Equipment

(2) Hazard Condition:

Check hazards protected by the systems. If altered from the original, the system may require alteration and additional agents may be required.

Note: Every six months, the Halon protected enclosure shall be thoroughly inspected to determine if penetrations or other changes have occurred which could possibly affect Halon leakage. If changes are detected, they shall be brought to the attention of the EP FSM immediately. Any open penetrations shall be immediately sealed to restore the original fire rating and tightness of the enclosure.

(3) Halon Cylinder Assembly Condition:

Disconnect the cylinder and valve assembly and visually inspect for nicks, dents and scratches, which would cause possible cylinder or valve failure in

accordance with Compressed Gas Association Pamphlet C-6, Section 3 with the exception that the cylinders do not need to be emptied or stamped while under pressure. This inspection shall be documented, and a copy of the inspection report sent to the EP FSM. Verify that no part of the cylinder is submerged in any kind of a liquid. All Halon system hoses should be visually inspected annually. If found to be potentially defective, the EP FSM shall be made aware and will determine if it should be replaced or hydrostatically tested at 1500 psi for 600 psi charging systems and at 900 psi for 360 psi charging systems. If instructed to do so, the hydrostatic test shall be performed in accordance with NFPA 12A 2022, NFPA 2001 2022 Edition, Halon 1301 Fire Extinguishing Systems or manufacturer's recommendations, whichever is more stringent.

NOTE: The valve is not to be removed unless the cylinder or valve has been damaged

(4) Agent Supply:

Check pressure gauge. If the pressure (corrected for temperature) within the container varies more than ten percent (10%) from the marked pressure, repressurize to 369 PSig at 70 degrees F or equivalent adjusted for temperature.

All Halon 1301 cylinders shall be weighted to determine the Halon content. Any cylinder showing a loss of more than five percent (5%) of the marked net contents shall be refilled or replaced. The full weight in pounds stamped on the cylinder nameplate includes the weight of the cylinder and valve assembly, nameplate, split coupling, basket, anti-recoil plugs and Halon charge. The empty weight stamped on the nameplate includes all the above except the charge of Halon. The weight and pressure of the container shall be recorded on a tag and attached to the containers.

(5) Detection and Actuation System:

The detectors shall be checked, and cleaned with a vacuum cleaner, if necessary, to assure they are free of foreign substances. If the detection system is supervised, the supervisory features shall be checked to determine that the detection system is in satisfactory condition. Test all field wiring and the operation and functions of all related devices. The methods and procedures for this inspection shall be in accordance with manufacturer's recommendations. Automatic

actuating controls including all alarm systems shall be removed from the cylinder valve and test fixtures installed while the test is being performed and re-engaged at the conclusion of testing. A test shall then be made of the detection system by introducing a simulated fire condition at one or more detectors (heat, smoke, etc.) as applicable. The actuating controls must move to the "discharged" position. All manual and actuating controls shall be reset and reinstalled after testing.

(6) Piping and Nozzles:

Piping shall be examined for any evidence of corrosion. Pipe hangers and/or straps shall be examined to ensure that the pipe is securely supported. Nozzles shall be checked to determine that the orifices are clear and unobstructed and that the spring-loaded plungers in four-way nozzles are working by blowing air or nitrogen through the piping system. Open the cover on sidewall nozzles and check orifice of nozzles for any foreign material after the air or nitrogen has been blown through the piping system. Ensure the covers spring closed when inspection is complete. Check the four-way nozzles to ensure that the four-way discharge orifices are closed off by the internal protection piston.

(7) Auxiliary Equipment:

All auxiliary and supplementary components such as switches, door and window releases, interconnected valves, damper releases, supplementary alarms, etc., shall be manually operated (where possible) to ensure that they are in proper operating condition.

All devices shall be returned to normal "standby" or "set" condition after testing.

(8) Inspect function of abort switch and proper operations.

(9) Inspect batteries and proper charge for emergency use as needed.

(10) The completed inspection shall be following applicable NFPA Codes and Kidde manufacturer's standards and specifications for the Halon 1301 System. Confirm the operation of all devices and functions of the Kidde Halon 1301 Fire Extinguishing System. The Contractor shall so certify in writing on the report of inspection.

(11) Repairs and/or Renewals:

- i. The Contractor must provide written notification of the problem and a cost estimate for repairs to the EP FSM pursuant to the contract pricing. The Contractor shall be responsible for all necessary repairs, adjustments, and replacement parts to components.
- ii. Minor adjustments to the system equipment shall be made during the test and inspection visits at no additional cost to the University. Any maintenance, repairs and/or replacements must be approved by the EPFSM, or other authorized designated personnel, prior to starting work. The Contractor is responsible for any charges associated with any work performed without written prior approval from the EP FSM, or other authorized designated personnel.
- iii. Repair or renewals necessitated by accidents, fire, flood, water, vandalism or due to causes which in the opinion of the University were beyond the Contractor's control, shall be the responsibility of the University.
- iv. Components used as replacements, as necessary to any of the Kidde Halon 1301 System shall be as manufactured by Kidde and be compatible with existing components for the specified system.

(12) Inspection Schedule:

- i. The Contractor shall perform two (2) complete inspection test service routines per year during the months of January and July.
- ii. The Contractor shall present a service ticket indicating the work accomplished and a Certificate of Inspection to the Fire Safety Manager.
- iii. Upon completion of each inspection, all inspected systems shall be tagged indicating the Contractor of record, the Inspector signature and the date inspected.

(13) Report of Inspection:

The Contractor shall provide one (1) copy of each inspection of the Kidde Halon 1301 System and a Certificate of Inspection to the Fire Safety Manager within five (5) working days of the inspection. If this contractual requirement is not strictly adhered to, the Contractor may be considered in default.

(14) Additions and/or Deletions:

The Contractor shall keep all drawings and diagrams up to date reflecting any additions or modifications to the equipment or systems herein covered under this Contract. Copies of the drawings or diagrams reflecting said changes shall be provided to the EP FSM.

b. **Fire Extinguishing Systems (Inergen and FM-200):**

(1) Inspection and Routine Maintenance:

All semi-annual inspections (January and July), testing and maintenance of Inergen and FM-200 fire extinguishing systems shall be done in accordance with procedures contained in the most current edition of NFPA 17 2017; 17A 2017; 2001 2015 Edition, Minor adjustments to the system equipment shall be made during the test and inspection visits at no additional cost to the University. Any maintenance, repairs and/or replacements must be approved by the EPFSM, or other authorized designated personnel, prior to starting work. The Contractor is responsible for any charges associated with any work performed without written prior approval from the EP FSM, or other authorized designated personnel.

(2) Recharging and Servicing:

In addition to the semi-annual inspections work, the Contractor shall be responsible for the recharging and servicing of those units due to system activation.

i. All recharging of fire extinguishing systems shall be done in accordance with recognized standards and procedures (the most current edition of NFPA 17 2017; 17A 2017; 2001 2015 Edition):

ii. Check the mechanical parts of the extinguishing system.

iii. The amount and condition of the extinguishing agent.

- iv. The condition of the expelling means.
- (3) Recharged fire extinguishing systems shall be sealed and tagged with the required service information to include hydro-testing.
- (4) A report of recharging and servicing shall be provided to the EP FSM.
- (5) Inspection Schedule:
 - i. The Contractor shall perform two (2) complete inspection test service routines per year during the months of January and July.
 - ii. The Contractor shall present a service ticket indicating the work accomplished and a Certificate of Inspection to the Fire Safety Manager.
 - iii. After each inspection, all inspected systems shall be tagged indicating the Contractor of record, the Inspector signature and the date inspected.

(6) Report of Inspection:

The Contractor shall provide one (1) copy of each inspection of the Inergen and FM-200 Fire Extinguishing Systems and a Certificate of Inspection to the Fire Safety Manager within five (5) working days of the inspection. If this contract requirement is not strictly adhered to, the Contractor may be considered in default.

(7) Waste Disposal:

Non-hazardous solid waste products shall be removed from the work site and placed in dumpsters located throughout the campus. All liquid non-hazardous waste materials generated by the Contractor during maintenance shall be removed from the campus as described by County laws and regulations. For this contract, any waste chemical suppressants shall be considered the property of the Contractor. Under no circumstance is any hazardous material to be disposed of on campus. It shall be the responsibility of the Contractor to ensure the hazardous waste materials are properly packaged, labeled and transported in accordance with all applicable Federal, State and County laws and regulations. Disposal fees shall be borne by the Contractor and shall be built into the Labor rate.

PART X. IMPLEMENTATION PROCEDURES

- A. The University reserves the right to issue a separate solicitation or request for quote for any project (rather than issue or award a Task Order), and/or to assign its in-house staff or consultant to coordinate, manage, oversee, or serve as liaison on any project/assignment for which a Task Order has been issued.
- B. In no instance shall work commence without prior written approval via a TU issued Purchase Order (if applicable). The Contractor shall be responsible for any work performed without prior written approval from the University.
- C. Quotes
 - 1. Labor
 - a. Sprinkler - Quotes are **not** required for Sprinkler Tech labor, unless the work requires an additional Sprinkler Tech Specialist, referred to as "additional personnel," as described in Part IX.A.2.a. Labor for additional personnel, Sprinkler Tech Specialist (if required) shall be the only sprinkler labor listed on the quote.
 - b. Fire Suppression - Quotes are **not** required for fire suppression inspection labor. Quotes are required for fire suppression repairs.
 - c. The contractors labor rates shall not exceed the labor rates as bid on their Bid/Proposal Form for TU-2441 for the current contract year.
 - 2. Quotes are required for materials valued over \$20.00 individually or in aggregate.
 - 3. All quotes shall be submitted to the EP FSM or authorized TU personnel. All quotes shall be not-to-exceed time and material unless otherwise specified by the EP FSM or TU authorized personnel. All quotes must be on the contractor's letterhead and contain the following:
 - a. Reference Contract **TU-2441**
 - b. Schedule: Proposed start and end date of work
 - c. Description of work proposed and buildings/area(s) to be completed, including the Program (Program 7 or Program 8). Separate quotes shall be submitted for Program 7 and Program 8.
 - d. Price Breakout shall be in accordance with Contract pricing:
 - (1) **Labor - Sprinkler Tech Specialist (Additional Personnel) and/or Fire Suppression Tech Specialist** – (if applicable) List the position (Sprinkler Tech Specialist an/or Fire tech Specialist), quantity (number of Tech Specialists proposed, contract hourly rate, number of hours and labor total.
 - i. The Contractor(s) labor rates shall not exceed the labor rates as bid on their Bid/Proposal Form for TU-2441, for the current contract year. If the work is performed on a TU Holiday as defined in Part V.A.11, Holiday rates shall apply.

Labor Category	Number of Tech Specialists	Fully loaded Hourly Rate	Number of Hours Worked	Total
Sprinkler Tech Specialist		\$		\$
Emergency Sprinkler Tech Specialist		\$		\$
Fire Suppression Tech		\$		\$
Labor Total =				\$

- ii. **Material** – In accordance with Part VIII.B.7, a quote is required for material valued over \$20.00 individually or in aggregate.

Material Cost	Total
(List Material(s))	\$
Material Mark-Up % applied (mark-up NTE 10%)	\$
Total Material (Cost + Mark-up)	\$

- iii. **Equipment Rental** (if applicable)

Rental Cost	Total
(List of rental equipment)	\$
Rental Mark-Up % applied (mark-up NTE 10%)	\$
Total Rental (Cost + Mark-up)	\$

- iv. **Proposed Subcontractor(s)** (if applicable) - Subcontractor quotes shall be submitted as back-up documentation for quotes.

Subcontractor Cost	Total
(List of Subcontractors with a description of service(s) to be performed)	\$
Subcontractor(s) Mark-Up % applied (mark-up NTE 10%)	\$
Total Subcontractor(s) (Cost + Mark-up)	\$

- v. **Not-to-Exceed (NTE) Task Order Cost**

Total NTE Task Order Cost (Labor + Material + Equipment Rental (if applicable) + Subcontractor)	\$
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4. Failure to adhere to these quote procedures may delay acceptance of quote and/or issuance of PO.

D. Invoicing

1. 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. All invoices shall be submitted to StratusAPIInvoices@towson.edu, upon completion and acceptance of work to Towson University, Accounts Payable Department as instructed on the Purchase Order.
2. Separate invoices shall be submitted for Program 07 & Program 08.

3. Each invoice shall indicate the actual costs plus applicable mark-up(s). Invoices for additional personnel and/or materials must be in the same format as the quote, as defined in section Part X.C., In addition, each invoice shall clearly state the following:
 - a. Purchase Order number (if applicable), or project description;
 - b. Building(s) name and Program number(s) where work was performed;
 - c. Description of work performed;
 - d. Date(s) – start and completion date of service;
 - e. Labor – Position title, number of man hours for each tradesman employed, contract hourly rate, number of hours, labor total.
 - f. Rental Equipment - Any equipment rental, total, plus applicable mark-up.
 - g. Material – Any material in accordance with Part VIII.B.7. Materials totaling \$100.00 or less shall be itemized on the invoice, plus applicable mark-up.
 - h. Subcontractors – Any subcontractors with contractor name, total, plus applicable mark-up.
 - i. Contractor Federal Tax ID number.
4. Copies of the following shall be submitted with invoices as back-up documentation:
 - a. Copies of Labor Tickets signed by the EP FSM or assigned designee.
 - b. Copies of receipts and/or invoices for materials indicating Contractor discount are required for materials totaling \$100.00 or more, either individually or in aggregate. (Materials totaling \$20.00 or less are included in the labor rate overhead described in Part VIII.A.1.)
 - c. If receipts and or invoices cannot be provided for material from the Contractor's company stock an "Exhibit T- Contractor's Company Stock Affidavit" is required. Please refer to Part VIII.B.5.e.
 - d. Copies of invoices for all rental equipment;
 - e. Copies of invoices for all Subcontractors approved by the EP FSM or assigned designee.

PART XI. WARRANTY

- A. All repairs and overhauls shall be guaranteed for two years from date of completion. This guarantee includes parts and workmanship.

END OF SECTION IV.

ATTACHMENT A - TU SPRINKLER AND FIRE SUPPRESSION DEVICE LIST

SUPPRESSION DEVICES

Building	1.5 GAL Ansual System	3 GAL Ansual System	6 GAL Ansul System	9 GAL Ansul System	12 Gal Ansual System	15 GAL Ansual System	Range Guard 2.5 A+	Range Guard 600 A+	Range Guard 600/600	FM-200 System	Kidde HALON- 1301	Buckeye 10 System	18 Gal Ansual System	50lb Ansual System
University Union		6	1	2	1					1				
Glen Dining		4	1			1								
West Village Commons		2	2	2										
Auburn House												1		
Newell Dining	1	3	1					1					1	
10 West									1					
Stephens Hall														
Admin Building	2						1				1			
Admin Storage Shed		1												
Residence Tower														
Haz-Mat Shed										1				1
TOTALS	3	16	5	4	1	1	1	1	1	2	1	1	1	1

Millenium	23	18	1	1								1
Newel Dining	8	6	2	2	1	1	1	1	1	1		1
Newell Hall	16	11	1	1				1	1	1		1
Power Plant	7	6	1	1	1	1	1	1	1	1		
Prettyman	14	9	1	1								1
Public Safety	6	3										
Residence Tower	30	14										
Richmond Hall	18	13	1	1				1				1
Scarborough	15	9	1	1				1				1
Science Complex	32	28	1	1								
Stephens	15	15										
Towson Run	18	15										
Towson Arena	17	7										
Towson Center	17	12	1	1								1
Towsontown Garage											1	
Tubman	12	9	1	1								1
TUNE	13	9										
Union	36	15	4	4	3	3	3					1
Union Parking Garage											1	
Unitas/Field House	19	10	2	1								1
Van Bokkelen	3	3										
West Village Commons	17	5										
West Village Garage											1	
Admin Storage Shed	1											
Total Devices	834	551	30	28	9	9	8	7	5	5	4	19

ATTACHMENT B - MARYLAND GREEN PURCHASING COMMITTEE APPROVED SPECIFICATION

A. GENERAL REQUIREMENTS AND RECOMMENDATIONS

1. Product Material Requirements

- The Contractor must not provide products containing more than one-tenth of 1% of pentaBDE, octaBDE, or decaBDE by mass.

Limitations on Hazardous Substances (Environment Article [§6-1201:§6-1204](#))

A person may not manufacture, process, sell, or distribute in the State a new product or flame- retardant part of a new product that contains more than one-tenth of 1% of pentaBDE (pentabrominated diphenyl ether) or octaBDE (octabrominated diphenyl) by mass.

A person may not manufacture, lease, sell, or distribute for sale or lease in the State electrical or electronic equipment that contain more than one-tenth of 1% of decaBDE (decabrominated diphenyl ether) by mass.

- The Contractor must not provide products that contain mercury unless there are no commercially available mercury-free products for a specific application. In such cases, the Contractor must provide products containing the least amount of mercury necessary to meet performance requirements.

The Contractor must clearly label in its bid all products that contain mercury.

Mercury and Products that Contain Mercury (COMAR: [21.11.07.07](#))

“All procurement agencies shall give a preference under this regulation to procuring products and equipment that are mercury-free. If mercury-free products and equipment that meet the agency's product performance requirements are not commercially available, the procurement agency shall give preference under this regulation to products containing the least amount of mercury necessary to meet performance requirements.”

2. Packaging Requirements and Recommendations

- The Contractor must not provide or use packaging or packaging components (e.g. inks, dyes, pigments, adhesives, stabilizers, and additives) with lead, cadmium, mercury or hexavalent chromium at concentration levels exceeding 100 parts per million by weight or 0.01%.

Limitations and Prohibitions on Heavy Metals in Packaging (Environment Article [§9-1901:§9- 1907](#))

“Except as provided in § 9-1903 and § 9-1904 of this subtitle, on or after July 1, 1993, a manufacturer or distributor may not sell or offer for sale or for promotional purposes any package or packaging component or any product in a package or packaging component to which any of the following was intentionally added during manufacture or distribution:

- (1) Lead;
- (2) Cadmium;
- (3) Mercury; or
- (4) Hexavalent chromium.

The sum of the concentration levels of lead, cadmium, mercury, and hexavalent chromium incidentally present in a package or packaging component may not exceed: ...By July 1, 1995, 100 parts per million by weight or 0.01%."

- Where the Contractor uses packaging in addition to manufacturer packaging, the Contractor is encouraged to select packaging that minimizes or eliminates the use of disposable containers and/or incorporates recycled content, and is easily recyclable through the State's contracted recycling programs. The Contractor shall avoid the use of polystyrene foam packaging (e.g., peanuts) and other difficult-to-recycle packaging materials. Where appropriate, Contractor packaging using reusable crates or reusable pallets is preferred over boxed packaging.
- For corrugated cardboard packaging (also known as containerboard packaging), the Contractor is encouraged to use versions that contain a minimum of 25% by weight of post-consumer materials, which is the minimum post-consumer content level for packaging specified by the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines.

3. Shipping/Transport Requirements and Recommendations

- The Contractor must comply with the limitations on idling as set forth in Transportation Article §22-402.

Idling Law ([Transportation Article §22-402](#))

"A motor vehicle engine may not be allowed to operate for more than 5 consecutive minutes when the vehicle is not in motion, except as follows:

- (i) When a vehicle is forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control;*
- (ii) When it is necessary to operate heating and cooling or auxiliary equipment installed on the vehicle;*
- (iii) To bring the vehicle to the manufacturer's recommended operating temperature; or*
- (iv) When it is necessary to accomplish the intended use of the vehicle.*

- To promote fuel efficiency and reduce greenhouse gases and air pollution, the Contractor is encouraged to use a SmartWay Transport/Carrier Partner for the shipment or transport of products.

A list of SmartWay Transport partners can be found here:

<https://www.epa.gov/smartway/smartway-partner-list>

4. Environmentally Preferable Purchasing Requirements

- **The State of Maryland is committed to purchasing environmentally preferable products and services (EPPs).** Maryland's State Finance & Procurement Article §14-410 defines environmentally preferable purchasing as "the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods or services that serve the same purpose."

Accordingly, Contractors are strongly encouraged to offer EPPs to fulfill this contract, to the greatest extent practicable.

- **The State of Maryland requires the Contractor to submit at a minimum quarterly sales data over the life of this contract per a schedule established and deemed reasonable by both parties, or by request by the Department of General Services.** This information must include details about the recycled content, third-party sustainability certifications, and other environmental attributes of products and services sold on this Contract per the contract specifications. The Contractor must notify the State if a product contains mercury. To facilitate consistent reporting on this contract, the Contractor will be provided with a CONTRACTOR GREEN SALES REPORT template from the Green Purchasing Committee (GPC), the Office of State Procurement (OSP) or the Department of General Services (DGS).

This information will enable Maryland State agencies to comply with Article §14-405 of the Annotated Code of Maryland and COMAR 21.13.01.14, effective October 1, 2014, which requires Maryland state agencies to report to the Department of General Services on their procurement of environmentally preferable products and services.

- **All environmental benefit claims made by the Contractor concerning products or services offered on this contract must be consistent with the [Federal Trade Commission's Guidelines for the Use of Environmental Marketing Claims](#).**

Bid/Proposal Affidavit language, as reflected in COMAR 21.05.08.07:

I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

The Contractor must contact the TU's Department of Environmental Health and Safety (EHS) (410-704-2949) immediately following any spill of a hazardous material in excess of one (1) quart.

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

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

2. Hazard Communication Standard

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

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

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

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

any chemical/chemical product that it feels poses an unreasonable hazard to the University's community.

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

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

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

3. Asbestos

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

4. Lead Paint

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

5. Fire Safety

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

The Contractor will be responsible for the following:

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

b To ensure that all of its employees are aware of and react to the University's Emergency Procedures including, but not limited to, fire drills and evacuations. All employees must be instructed on the proper personnel to call to report an emergency.

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

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

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

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

Hot Works Permits are issued prior to the start of the work by EHS at 410-704-2949.

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

6. Bloodborne Pathogens

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

7. Confined Space Entry

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

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

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

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

8. Respiratory Protection

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

The Contractor will provide the Contract Administrator with a written copy of their Respiratory Protection Plan (RPP) for review and approval at least 5 workdays in advance of the planned entry. If approved, the Contractor may utilize his/her RPP while on campus. If disapproved, or if the Contractor does not have a written RPP, the Contractor will comply with the University's RPP. Questions concerning TU RPP should be directed to EHS at 410-704-2949.

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

9. Waste Disposal

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

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

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

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

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

Any questions concerning the disposal of hazardous or non-hazardous waste should be directed to EHS at 410-704-2949.

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

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

The Contractor will provide the Contract Administrator with a written copy of their Lock Out/Tag Out policy (LO/TO) and/or procedures for review and approval at least five (5) working days in advance of the commencement date of the contract.

Prior to work commencement, the Contractor will also certify in writing that all of his/her workers and Subcontractors have been trained in accordance with OSHA 1910.147. This certification will list all employees working on campus by name and social security number.

If the Contractor's LO/TO is approved, the Contractor may utilize their LO/TO for work on hazardous energy sources. If disapproved, or if the Contractor does not have a written LO/TO, the Contractor will comply with TU LO/TO Policy/Procedures. Until such time as the Contractor provides written certification that all his/her employees and Subcontractors working on campus have been adequately trained in LO/TO procedures, work on hazardous energy sources is strictly forbidden. Questions concerning TU LO/TO Policy/Procedures shall be directed to EHS at 410-704-2949.

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

11. Wastewater/Sewer Discharge

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

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

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

12. Safety Training/Inspections/Meetings

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

13. Materials

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

received from the University's Department of Environmental Health & Safety (410-704-2949).

14. Stormwater Pollution Prevention/Prohibition of Illicit Discharges

No person shall cause or contribute discharge directly or indirectly into the Towson University municipal storm drain system or waterways any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water.

Refer to **06-20.00 – University Policy on Stormwater Illicit Discharge Detection and Elimination** for additional information.

No person may improperly store, handle, use or apply any pollutant in a manner that will cause its exposure to rainfall, runoff and discharge into the Towson University municipal storm water drain system or campus waterways.

The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited except as described:

a. The following discharges are exempt from discharge prohibitions:

water line flushing or other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising ground water, ground water infiltration to storm drains, uncontaminated pumped ground water, foundation or footing drains (not including active groundwater dewatering systems), crawl space pumps, air conditioning condensation, springs, non-commercial washing of vehicles, natural riparian habitat or wet-land flows, swimming pools (if dechlorinated - typically less than one PPM chlorine), fire-fighting activities, and any other water source not containing pollutants.

b. Any discharges specified in writing by Towson University Environmental Health & Safety as being necessary to protect public health and safety.

c. Dye testing only with required verbal notification to Towson University Environmental Health & Safety [(410) 704-2949 or safety@towson.edu] prior to the time of the test.

d. The following discharges are exempt from discharge prohibitions: water line flushing or other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising ground water, ground water infiltration to storm drains, uncontaminated pumped ground water, foundation or footing drains (not including active groundwater dewatering systems), crawl space pumps, air conditioning condensation, springs, non-commercial washing of vehicles, natural riparian habitat or wet-land flows, swimming pools (if dechlorinated - typically less than one PPM chlorine), fire-fighting activities, and any other water source not containing pollutants.

15. Prohibition of Illicit Connections

The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited. This prohibition expressly includes, without limitation, any illicit connections made in the past. This is regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection. A

person is considered to be in violation if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.

16. Notification of Spills or Illicit Discharges

Notwithstanding other requirements by law, as soon as any contractor has information regarding any known or suspected release of materials that result or may result in illegal discharges or pollutants discharging into storm water, the storm drain system, campus waterways said person shall take all necessary steps to ensure the discovery, immediate containment, and cleanup of such release. **In the event of a release of hazardous materials or upon observing an illicit environmental discharge immediately contact the Towson University Police Department (TUPD) at (410) 704-4444.** In the event of a release of non-hazardous materials, notify Towson University Environmental Health & Safety in person or by phone [(410) 704-2949] or e-mail safety@towson.edu no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to Environmental Health & Safety, Towson University, 8000 York Road, Towson, MD 21252 within three business days of the phone notice.

17. Enforcement

a. Enforcement for student violators will follow the TU Office of Student Conduct and Civility Educations *Code of Student Conduct*.

b. Enforcement for University employees (Faculty and Staff) shall follow the Towson University Policy for discipline or termination *Policy No. 07.05.25 – Disciplinary Action for Employees*.

c. Enforcement for Visitors (Non-TU Faculty, Staff, Students or Contractors)

d. Individuals or Contractors, depending on the nature and severity of the violation, may be referred to MDE for prosecution for violation of federal and state laws and regulations.

e. Any fines, penalties, environmental monitoring or remediation expenses, etc., resulting from the illicit discharge, will be violator's responsibility.

f. During normal University business hours (Monday-Friday, 8am- 4pm), contact EHS at (410) 704-2949 to report violations.

g. If the violator is still on the scene, they should also immediately contact TUPD at (410) 704-4444.

h. After normal duty hours, weekends and holidays, contact TUPD at (410) 704-4444 to report violations.

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 sale 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. Default Delay and Time Extension

Termination for Default — Damages for Delay — Time Extensions

(1) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the State may, by written notice to the Contractor, terminate his right to proceed with the work or the part of the work as to which there has been delay. In this event the State may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work the

materials, appliances, and plant as may be on the site of the work and necessary therefor. Whether or not the Contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any damage to the State resulting from his refusal or failure to complete the work within the specified time.

(2) If fixed and agreed, liquidated damages are provided in the contract, and if the State so terminates the Contractor's right to proceed, the resulting damage shall consist of such liquidated damages until a reasonable time as may be required for final completion of the work together with any increased costs occasioned the State in completing the work.

(3) If fixed and agreed liquidated damages are provided in the contract and if the State does not so terminate the Contractor's right to proceed, the resulting damage shall consist of these liquidated damages until the work is completed or accepted.

(4) The Contractor's right to proceed may not be so terminated nor the contractor charged with resulting damages if:

(a) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(b) The Contractor, within 10 days from the beginning of any such delay (unless the procurement officer grants a further period of time before the date of final payment under the contract), notifies the procurement officer in writing of the causes of delay. The procurement officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgement, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in the "Disputes" clause of this contract.

(5) If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to the clause. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be equitably adjusted to compensate for the termination and the contract modified accordingly; failure to agree to any such adjustment

shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes".

(6) The rights and remedies of the State provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

(7) As used in paragraph (4)(a) of this clause, the term "subcontractors or suppliers" means subcontractors or suppliers at any tier."

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 provided in this contract or 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. Within 30 days after contractor knows or should have known of the basis for a claim relating to this contract, contractor shall file a written notice of claim with the procurement officer.

e. Contemporaneously with, or within 30 days after, the filing of a notice of claim, contractor shall submit the written claim to the procurement officer. If contractor so requests, the procurement officer, on conditions the procurement officer deems satisfactory to the unit, may extend the time in which contractor must submit the claim. An example of when a procurement officer may grant an extension includes situations in which the procurement officer finds that a contemporaneous or timely cost quantification following the filing of the notice of claim is impossible or impractical.

f. The claim shall set forth all the facts surrounding the controversy. Contractor, at the discretion of the procurement officer, may be afforded an opportunity to be heard and to offer evidence in support of the claim.

g. The procurement officer shall mail or deliver written notification of the final decision within:

(1) 90 days after the procurement officer receives the claim if the claim is an amount for which the Appeals Board accelerated procedure, set forth in COMAR 21.10.06.12, may be used;

(2) 180 days after the procurement officer receives the claim for a claim not covered under §G(1) of this regulation; or

(3) A longer period that the procurement officer and contractor agree to in writing.

h. The final decision may award a contract claim only for those expenses incurred not more than 30 days before contractor was initially required to have filed the notice of claim.

i. The procurement officer's decision is the final action of the University. If the procurement officer fails to render a final decision within the time required, contractor may deem the failure to be a final decision not to pay the claim.

j. If the final decision grants the claim in part and denies the claim in part, the University shall pay contractor the undisputed amount. Payment of the partial claim is not an admission of liability by the University and does not preclude the University from recovering the amount paid if a subsequent determination modifies the final decision.

k. Contractor may file a written appeal with the Maryland State Board of Contract Appeals within 30 days of receipt of notice of the decision.

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

28. 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

29. 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.

30. 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.

31. Incorporation by Reference

The terms of this solicitation and any amendments thereto are made a part of this Contract.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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) If automotive equipment is used in the operation, automobile liability insurance of \$1,000,000 combined single limit, each accident.

c. Each policy for liability protection, bodily injury or property damage must specifically name, on its face, Towson University, 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(4) 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.

37. Liquidated Damages

Time is an essential element of the contract and it is important that the work be vigorously prosecuted until completion.

For each day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the contract, the Contractor shall be liable for liquidated damages in the amount(s) provided for in the solicitation, provided, however, that due account shall be taken of any adjustment of specified completion time(s) for completion of work as granted by approved change orders.

38. 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.

39. 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://www.towson.edu/about/administration/policies/documents/policies/06-01-50-policy-on-the-reporting-of-suspected-child-abuse-and-neglect.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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. Policies and Procedures

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

48. 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.

49. Prompt Payment of Subcontractors

a. This contract and all subcontracts issued under this contract are subject to the provisions of State Finance and Procurement Article, §15-226, Annotated Code of Maryland. References to "undisputed amount", "prime contractor", "contractor" and "subcontractor" have the meanings stated in Section 6.2 a-d herein have the meanings state in COMAR 21.10.08.01.

b. A contractor shall promptly pay its subcontractors an undisputed amount to which a subcontractor is entitled for work performed under this contract within 10 calendar days after the contractor receives a progress payment or final payment for work under this contract.

c. If a contractor fails to make payment within the period prescribed in b., a subcontractor may request a remedy in accordance with COMAR 21.10.08.

d. A contractor shall include in its subcontracts for work under the contract, wording that incorporates the provisions, duties, and obligations of 6.1 a-d: State Finance and Procurement Article, §15-226, Annotated Code of Maryland; and COMAR 21.10.08.

50. 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.

51. 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.

52. Retainage

- a. This section shall apply if the contractor has furnished 100 percent payment security and 100 percent performance security. The contractor and each subcontractor at any tier shall incorporate the mandatory provisions outlined below in paragraphs b. through d. of this section, into each subcontract for work related to this contract.
- b. The contractor may not retain from any payment due a subcontractor a percent of the payment greater than the percent for retainage specified in the contract.
- c. A subcontractor at any tier may not retain from any payment due a lower tier subcontractor a percent of the payment greater than the percent of payments retained from the subcontractor.
- d. A contractor and a subcontractor are not prohibited, by this section from withholding an amount in addition to retainage if the contractor or subcontractor determines that a subcontractor's performance under the subcontract provides reasonable grounds for withholding an additional amount.

53. 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.

54. 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.

55. Site Investigation

The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the work,

including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the University, as well as from information presented by the drawings and specifications made a part of this contract. Any failure by the Contractor to acquaint himself with the available information may not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The University assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the University.

56. 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.

57. 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).

58. 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.

59. 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.

60. 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.

61. 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.

62. 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.

63. 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.

64. Truth-In-Negotiation Certification

The Contractor by submitting cost or price information, including wage rates or other factual unit costs, certifies to the best of its knowledge, information and belief, that:

- a. The wage rates and other factual unit costs supporting the firm's compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;
- b. If any of the items of compensation were increased due to the furnishing of inaccurate, incomplete or noncurrent wage rates or other units of costs, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The State's right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and
- c. If additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or noncurrent wage rates and other factual costs."

65. University Access to Site

Appropriate institution officers and employees shall retain access to all institution premises, at all times, for the purpose of campus health or safety. Contractor may have access to the work area during normal business hours during the term of this Agreement and at other times as agreed upon by the Parties.

66. 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.

67. Variations in Estimated Quantities

Where the quantity of a pay item in this contract is an estimated quantity and where the actual quantity of such pay item varies more than twenty-five percent (25%) above or below the estimated quantity stated in this contract, an

equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the procurement officer shall, upon receipt of a written request for an extension of time within ten (10) days from the beginning of the delay, or within a further period of time which may be granted by the procurement officer before the date of final settlement of the contract, ascertain the facts and make the adjustment for extending the completion date as in his judgment the findings justify.

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. I FURTHER AFFIRM THAT:

All claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission’s Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item for service.

L. ACKNOWLEDGMENT

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.

SIGNATURE OF AUTHORIZED REPRESENTATIVE & AFFIANT _____
DATE

PRINT NAME OF AUTHORIZED REPRESENTATIVE & AFFIANT

TITLE OF AUTHORIZED REPRESENTATIVE & AFFIANT

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) Corporation domestic (i.e., organized in Maryland) or foreign;
- (2) Limited Liability Co. domestic or foreign;
- (3) Partnership domestic foreign;
- (4) Statutory Trust domestic or foreign;
- (5) 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 & 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 & 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, certification, or acknowledgments contained in that certain Bid/Proposal Affidavit dated _____ 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 is 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.

SIGNATURE OF AUTHORIZED REPRESENTATIVE & AFFIANT _____
DATE

PRINT NAME OF AUTHORIZED REPRESENTATIVE & AFFIANT

TITLE OF AUTHORIZED REPRESENTATIVE & AFFIANT

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 of Organization (e.g., Corp., Partnership, Individual, Joint Venture): _____

Name of Principal(s) and Title(s):

Brief History of the Company:

Total Number of Employees: _____

Number of Field Employees (Excluding Supervisory): _____

Number of Field Supervisory Personnel: _____

Number of Office Personnel (Excluding Supervisory): _____

Number of Office Supervisory Personnel: _____

Bonding Co.: _____ Bonding Capacity: _____

Proposer: _____

Project Name: _____

Project Dollar Size: _____

Start Date: _____

Completion Date: _____

Client/Customer: _____

Address: _____

Contact Person _____

Telephone: _____

Email: _____

Project Manager: _____

Description of the Project:

Similarities Between this Project and TU Project:

Proposer: _____

Project Name: _____

Project Dollar Size: _____

Start Date: _____

Completion Date: _____

Client/Customer: _____

Address: _____

Contact Person _____

Telephone: _____

Email: _____

Project Manager: _____

Description of the Project:

Similarities Between this Project and TU Project:

Proposer: _____

Project Name: _____

Project Dollar Size: _____

Start Date: _____

Completion Date: _____

Client/Customer: _____

Address: _____

Contact Person _____

Telephone: _____

Email: _____

Project Manager: _____

Description of the Project:

Similarities Between this Project and TU Project:

Name of Bidder (Company): _____

Solicitation Number: _____

Project Title: _____

Due Date: _____

Acknowledgement

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: _____

Addendum #11, issue date: _____

SIGNATURE

DATE

PRINTED NAME

TITLE

Project Name: _____
Project No.: _____

Bidder/Offeror Name: _____
Key Personnel Name: _____
Proposed Position Assigned: _____

1. Educational Background

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

2. Employment History

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

Employer	Dates of Employment (from/to)	Position Held

3. Project References

Furnish reference data for project owners/clients for specific projects to which key personnel were assigned. References from projects listed in §5 of this Exhibit L are preferred.

Contact Person	Company Name	Telephone & Email
Description of Project		

Contact Person	Company Name	Telephone & Email
Description of Project		

Contact Person	Company Name	Telephone & Email
Description of Project		

4. Achievements/Other Notations (Optional):

5. Similar Project/Contract Experience

List at least three (3) prior projects.

Project Name	Project Value	Completion Dates (from/to)
Key Personnel Role	Client Name	Client Contact (email/phone)
Project Description		

Project Name	Project Value	Completion Dates (from/to)
Key Personnel Role	Client Name	Client Contact (email/phone)
Project Description		

Project Name	Project Value	Completion Dates (from/to)
Key Personnel Role	Client Name	Client Contact (email/phone)
Project Description		

Project Name: _____
Project No.: _____

Bidder/Offeror Name: _____
Key Personnel Name: _____
Proposed Position Assigned: _____

1. Educational Background

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

2. Employment History

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

Employer	Dates of Employment (from/to)	Position Held

3. Project References

Furnish reference data for project owners/clients for specific projects to which key personnel were assigned. References from projects listed in §5 of this Exhibit L are preferred.

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Contact Person	Company Name	Telephone & Email
Description of Project		

4. Achievements/Other Notations (Optional):

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5. Similar Project/Contract Experience

List at least three (3) prior projects.

Project Name	Project Value	Completion Dates (from/to)
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Project Name	Project Value	Completion Dates (from/to)
Key Personnel Role	Client Name	Client Contact (email/phone)
Project Description		

Reference COMAR 21.05.08.08

- A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B. "Person" has the meaning state in COMAR.21.01.01.01B (64) and includes a Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Proposal is made.
- C. The Offeror warrants, that except as disclosed in §D, below there is no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail- attach additional sheets if necessary):
- E. The Offeror agrees that if an actual or potential of interest arises after the date of this affidavit, the Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Offeror has taken and proposed to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been award and the performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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.

SIGNATURE OF AUTHORIZED REPRESENTATIVE & AFFIANT

DATE

PRINT NAME OF AUTHORIZED REPRESENTATIVE & AFFIANT

TITLE OF AUTHORIZED REPRESENTATIVE & AFFIANT

Bidder's Name: _____
Project Title: Sprinkler & Fire Suppression System Services
Project Number: TU-2441

Failure to properly complete each blank or any alterations/changes made to this bid form may be cause for rejection of this bid/proposal.

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

Total Cost of Project (Transferred from TU-2441 Bid Worksheet):

Base Bid/Basis of Award: _____
Words

Base Bid/Basis of Award: \$ _____

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

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

Minority Business Enterprises: The undersigned certifies that the Bidder (check applicable box):

- Is NOT a Certified Minority Business Enterprise
- Is a Minority Business Enterprise, certified by the Maryland Department of Transportation, and assigned the following certification number: _____.

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

Firm Name: _____

Address: _____

Phone/Fax No.: _____ E-mail Address: _____

Federal Tax ID or Social Security No.: _____

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

Printed Name: _____

Title: _____

Witness: _____

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

Printed Name & Title

TOWSON UNIVERSITY

Witness

Authorized Agent

Date

Printed Name & Title