

November 20, 2024

PROJECT TITLE: Linen Cleaning Services

PROJECT NO.: TU-2510

DESCRIPTION: Towson University is seeking a qualified firm to provide linen cleaning services for the Event and Conference Services' Summer Conference Housing Program and the Nursing Department. The service shall include pick up, washing, pressing, folding, packaging and delivery of University-owned items.

TERM OF CONTRACT: The base year of the contract term shall be January 1, 2025, through December 31, 2025. The University shall have the option to exercise four (4) one-year renewal options. Said options shall be exercised at the sole discretion of the University. Should the University elect to renew the contract, prices for the contract term and renewal option years, terms and conditions will remain in effect.

DEADLINE FOR QUESTIONS: November 27, 2024 @4.30 PM

BID DUE NO LATER THAN: December 9, 2024 @ 2:00 PM. Late bids, late requests for modification, or requests for withdrawal will not be considered.

Issuing Office (mailing address):

Procurement Department
Towson University
8000 York Road
Towson, MD 21252

DIRECT QUESTIONS TO: Bindu Balakrishna, Procurement Officer, via email: bbalakrishna@towson.edu or by Phone: (410) 704-2697.

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

BASIS FOR AWARD: Award will be made to the responsible bidder who submits the responsive bid determined to be most advantageous to the University. See Towson University's [Electronic Bid Board](#) for solicitation and all associated documents.

PARKING: All vehicles parked on Towson University property must strictly observe University parking regulations. Each vehicle parked on campus between 6 am and 8 pm, Monday through Thursday, and from 6 am to 3 pm on Fridays, must display a valid University permit unless parked at a paid meter. Parking on sidewalks or unpaved areas is prohibited at all times. All fines for parking or other vehicle violations are the responsibility of the Contractor. This applies to vendors, salespersons, company vehicles, and Contractor employees' personal vehicles. Long- and short-term permits are available, at designated rates, for vendors with contracts that require them to park regularly on the campus; see the parking website at <https://www.towson.edu/parking/visitors/> 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.**

SMOKING: Smoking, defined as the burning of tobacco or any other material in any type of smoking equipment, including but not restricted to cigarettes, cigars or pipes, is prohibited on all property owned, leased or operated by the University. This consists of all buildings, including residence halls, leased restaurants and lodging facilities; all grounds, including exterior open spaces, parking lots and garages, on-campus sidewalks, streets, driveways, stadiums, recreational spaces and practice facilities; and in all University-owned or leased vehicles.

The policy applies to all individuals on the University campus, including faculty, staff, students, parents, vendors and visitors. Contractor and its employees and subcontractors who violate the policy may be denied access to the University campus.

INSURANCE: 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.

1. 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.
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.
4. If food products are used in the operation, food products liability insurance, if not included in the Comprehensive, with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident.

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 1-5. 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.

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.

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*.

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

MINORITY BUSINESSES ARE ENCOURAGED TO RESPOND

REVISIONS TO THE SOLICITATION: If it becomes necessary to revise this solicitation before the due date for Bids, the addenda to the solicitation will be posted on Towson University's [Electronic Bid Board](#). It remains the responsibility of all prospective Bidders to check all applicable websites for any addenda issued prior to the submission of Bids.

CANCELLATION OF SOLICITATION/REJECTION OF ALL BIDS: The University reserves the right to cancel this solicitation, to accept or reject any or all bids, in whole or in part, received in response to this solicitation, and to waive or permit cure of minor irregularities as its best interests may require.

INCLUDED IN BID PACKAGE:

- ❖ Specifications
- ❖ Exhibit F - Company profile
- ❖ Exhibit G - Firm Experience
- ❖ Exhibit K - Addenda Acknowledgement
- ❖ Exhibit M – Bid Proposal Form
- ❖ TU-2510 – Bid Worksheet
- ❖ Towson University General Terms & Conditions for Simplified Acquisitions

BID SUBMITTALS: The following items shall be submitted:

- ❖ Exhibit F - Company profile
- ❖ Exhibit G - Firm Experience – Submit minimum 3 Exhibit G documents to furnish references for no less than three (3) comparable projects completed within the past five (5) years, or currently underway - Duplicate the Exhibit document as necessary
- ❖ Exhibit K (if applicable) – Include the Addendum Numbers and dates issued in the Addenda Acknowledgement
- ❖ Exhibit M – Bid Proposal Form – provide pricing for each requested quantity
- ❖ TU-2510 – Bid Worksheet – provide pricing for each requested quantity

Prices quoted are valid for 90 days unless otherwise noted. Multiple and/or alternate Bids will not be accepted. Failure to submit any of the bid submittals may result in the rejection of your bid.

SUBMIT BIDS VIA E-MAIL

- ❖ **Electronic Submittal** – submit via e-mail as an **attachment** by the bid due date and time. 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**. 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.
- ❖ **Note:** Please make sure to visit Towson University's [Electronic Bid Board](#) for updates, addendums and all solicitation related documents before bid submission to avoid the rejection of your bid.

**LINEN CLEANING SERVICES
TU-2510
SPECIFICATIONS**



A. Scope

Towson University seeks a Contractor to provide linen cleaning services for the Event and Conference Services' Summer Conference Housing Program and the Nursing Department. The service shall include pick up, washing, pressing, folding, packaging and delivery of University-owned items.

B. Contract Term

The base year of the contract term shall be January 1, 2025, through December 31, 2025. The University shall have the option to exercise four (4) one-year renewal options. Said options shall be exercised at the sole discretion of the University. Should the University elect to renew the contract, prices for the contract term and renewal option years, terms and conditions will remain in effect.

C. Bid Pricing

Bidders shall submit pricing per each item per cleaning. Bidders must be able to supply all the services requested for each item listed. All Bid prices entered are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the solicitation. The Bid price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. Towson University is Tax Exempt. No other amounts will be paid to the Contractor.

Bidders must submit pricing for each option year. Failure to submit option year prices may result in rejection of the entire bid.

It is imperative that the prices included on the Bid Worksheet and the Bid Form have been entered correctly and calculated accurately by the Bidder and that the respective total prices agree with the entries on the Bid Worksheet and the Bid Form. Any incorrect entries or inaccurate calculations by the Bidder may cause the Bid to be rejected.

D. Quality and Loss Control

The University, through its designated representatives, shall conduct periodic checks to ensure that the quality of the service provided is maintained. The University shall be the sole judge in all matters relating to the quality of service being provided. Failure to maintain what the University deems to be acceptable quality may lead to a cancellation of this contract.

The University shall notify the Contractor's designated representative in writing of any alleged "loss" of property each month. The Contractor and University representatives shall then verify the extent of such loss. The Contractor shall be responsible for replacement of, or reimbursement for, any losses exceeding 2% of the total number items laundered during each 12-month period covered by this agreement. Settlement of any amounts owed the University shall be made within 30 calendar days of notice of such loss or from the expiration of the contract, whichever is sooner.

E. Pickup and Delivery

Pickup and deliveries shall be made at the Glen Residence Complex, West Village Commons, College of Health Professions Building, Department of Nursing - Linthicum Hall or other residences on campus as directed by the University. Here is the link to the Towson University Campus Map <https://www.towson.edu/maps/documents/campus-map.pdf>. Delivery schedules and locations shall be coordinated with the University representative.

Laundry shall be bundled according to the type, size, and color. A total of Twenty-Two (22) transport bins – Twenty (20) for the Events & Conference Services Office and Two (2) for the Department of Nursing shall be provided by the Contractor to be stored at the University from January 1st through December 31st, each term year. These bins shall be used to transport the linens to and from the University. The Contractor should be able to provide additional bins if required.

A delivery receipt showing the quantity of each item delivered shall be signed by an authorized representative certifying the quantity received. A receipt showing the quantity of each item picked up shall be signed by an authorized University representative and the Contractor, certifying the quantity picked up. A copy of both the delivery and pickup receipts shall be provided to the representative signing the receipts. This requirement must be strictly adhered to.

Normal pickup and delivery by the Contractor shall take place a minimum of two (2) times per week, normally on Tuesday and Thursdays during the months of June, July, and August. The University reserves the right to request services on a more frequent basis as circumstances dictate.

The University staff shall communicate with the drivers regarding the delivery /pickup site that shall be used at any given time. Agreed-upon delivery dates and times shall be adhered to.

Note: The Contractor may be considered in default of the contract if the schedules are not met, unless permission to change or alter the schedule is granted by the University.

F. Cleaning Standards

All items shall be laundered by highly sanitary methods. The plant where these items are laundered shall always be available for inspection. The finished work shall be complete in every detail and shall be delivered in a first-class serviceable and sanitary condition. All work shall be of the type and quality as normally required by hotel and/or hospital standards.

All items shall be washed clean and thoroughly rinsed in sufficient soft water having a pH range of 6.5 to 6.9. No soapy or other objectionable odor shall be left in the articles. Torn or damaged items shall be returned in a separate bundle to the University.

Returned items shall be packaged in bundles of equal size and/or quantity as specified by the University. Linen should be bundled according to type, size, and color. All linen bundles shall be wrapped in clear plastic and clearly marked.

G. Invoicing

The University shall be billed on a monthly basis only for the amount of service provided that month. Delivery receipts containing the signature of authorized University personnel in each area shall accompany the invoice indicating that all counts have been verified and are accurate.

Invoices for each department (i.e., Events and Conferences and Nursing Department) shall be e-mailed separately to the Accounts Payable at StratusAPinvoices@towson.edu. Each invoice should clearly state the Contract Number TU-2510 and the Federal tax identification number. Payments shall be made no later than 30 days upon completion and acceptance of the work and receipt of the proper invoice.

Any discrepancies or disputes shall be addressed to the individual department for resolution.

H. University Needs

Event and Conference Services requires approximately two (2) to three (3) pickup and deliveries per week during peak periods. The University opens its residence facilities for use by outside organizations each summer. These outside organizations are provided the opportunity to request a linen plan. To service these groups, the Contractor shall be able to launder large orders of linen on an as-needed basis. An average order size shall be approximately 500-person set-ups, i.e., two (2) sheets, a pillowcase, a blanket, a washcloth, a hand towel and two (2) bath towels. Order sizes are estimates only and can range from 50 to 1,500 persons.

Quantities listed in the chart below are the estimated usage for the year 2024. There is no guaranteed minimum usage; ***these figures are strictly to provide a history.***

Event and Conference Services

Description	Total Cleaned 2024
Twin Flat Sheets	812
Twin Fitted Sheets	77
Full Flat Sheets	1668
Twin Blankets	861
Towson Blankets	465
Pillows	5
Pillowcases	2586
Shower Curtains	360
Bathmats	341
Wash Cloths	1246
Hand Towels	39
Bath Towels	2332

Nursing Department

Description	Total Cleaned 2024
Patient Gowns	300
Twin XL Hospital Flat Sheets	500
Twin Draw Sheets	500
Twin XL Hospital Fitted Sheets	500
Pillowcases	600
Full size blankets	250
Full size bedspreads	250
Bath Towels	200
Hand Towels	200
Wash Cloths	300
Bath Sheets	100

I. Description of University Linen

- Twin XL Fitted Sheets: Hospital grade and measures 36" x 84" x 16", deep pockets
- Twin XL Flat Sheets: Hospital grade and measures 66" x 104"
- Full Blankets: White and measures 66" x 90", 100% cotton
- Full Blankets: Multicolor and measures 66" x 90", 55% polyester, 45% cotton
- Twin Fitted Sheets: White and measure 39" x 80" x 8", 55% polyester, 45% cotton
- Twin Flat Sheets: White and measure 66" x 104", 50% polyester, 50% cotton
- Full Fitted Sheets: White and measure 54" x 80" x 16", 60% polyester, 40% cotton
- Full Flat Sheets: White and measure 84" x 120", 60% polyester, 40% cotton
- Bath Towels: White/Tan and measure 22" x 44", 100% cotton
- Pillowcases: White and measure 42" x 34", 50% cotton
- Wash Cloths: White/Tan and measure 12" x 12", cotton
- Twin Blankets: Tan/Blue, 100% polyester, nylon binding
- Full Blankets: Tan, 100% polyester, nylon binding
- Shower Curtains: White and 100% vinyl, 60" x 72"
- Bathmats: Tan and measure 22" x 32", 100% cotton

Note: Dimensions are approximate. Linen type, sizes, and colors shall be separated upon delivery.

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:

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

Bidder's Name: _____
 Project Title: Linen Cleaning Services
 Project Number: TU-2510

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:

BASIS OF AWARD (Transferred from TU-2510 Bid Worksheet)

Basis of Award		\$
	Words	Numbers

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
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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: _____.

Certified Small Business: The undersigned certifies that the Bidder (check applicable box):

- Is NOT a Certified Small Business
- Is a Certified small business, certified by the Governor's Office of Small, Women and Minority Affairs, 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: _____

Printed Name: _____

Title: _____

Witness: _____

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

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

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

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

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

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

.06 Nondiscrimination in Employment. The Contractor agrees not to discriminate in any manner against an

employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment and to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause. Towson University's policies, programs, and activities comply with federal and state laws and University System of Maryland regulations prohibiting discrimination on the basis of race, color, religion, age, national origin, sex, disability, and sexual orientation.

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

.08 Political Contribution Disclosure. The Contractor shall comply with the provisions of the Election Law Article, § 14-101 et seq., Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland or a political subdivision of the State, including its agencies, during a calendar year under which the person receives in the aggregate \$100,000 or more, shall file with the Administrative Board of Election laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (a) before a purchase or execution of a lease or contract by the University, a county, an incorporated municipality or their agencies, and shall cover the preceding two calendar years; and (b) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on (1) February 5, to cover the six-month period ending January 31; and (2) on August 5, to cover the six-month period ending July 31.

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

.10 Registration. Pursuant to § 7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and

Taxation, 301 West Preston St., Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.

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

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

.13 Occupational Safety and Health Act (O.S.H.A.). All materials, supplies, equipment, or services supplied as a result of this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

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

.15 Termination for Default. If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of this contract, the University may withhold payment at the discretion of the University and/or terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the University's option, become the University's property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the University can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of the USM Procurement Policies and Procedures.

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

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

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

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

.20 Contractor's Invoices. Contractor agrees to include, on the face of all invoices billed to the University, its Taxpayer Identification Number which is the Social Security Number for individuals and sole proprietors and the Federal Employer Identification Number for all other types of organizations. If a Purchase Order document is used, the Purchase Order Number must be included.

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

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

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

understands and agrees that the terms and conditions of this purchase order may not be waived.

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

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

.26 Delays and Extensions of Time. The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

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

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

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

.30 Payment of State Obligations. Payments to the Contractor pursuant to this contract shall be made no later

than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public entities, as applicable, are prohibited.

.31 Software Contracts. As specifically provided by § 21-104, Commercial Law Article, Annotated Code of Maryland, the parties agree that this contract shall not be governed by the Uniform Computer Information Transactions Act (UCITA), Title 22 of the Commercial Law Article of the Annotated Code of Maryland, as amended from time to time. This contract 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.

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

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

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

.33 I-9 Requirement Contractor warrants and represents that it is currently in compliance, and that during the term of this contract it will remain in compliance, with the Immigration

Reform and Control Act of 1986, and that it will obtain original valid employment verification documentation from all its employees on a timely basis as required by law and regulation. This requirement also applies to all subcontractors hired by Contractor.

.34 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.

.35 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.

.36 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.

.37 Non-Visual Access Clause. The Contractor warrants that the information technology offered under this bid or proposal (i) provides equivalent access for effective use by both visual and nonvisual means; (ii) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (iii) 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 (iv) 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.

.38 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.

.39 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 any time 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.

.40 Family Educational Rights and Privacy Act (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.

.41 Insurance & 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.

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

c. Each policy for liability protection, bodily injury or property damage must specifically name, on its face, 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(5) 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*.

.42 Debarment and Suspension

Contractor agrees that to the best of his/her knowledge and belief that vendor nor its principals or subcontractors are

presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction pursuant to Code of Maryland Regulations (COMAR) Title 21, Subtitle 08 and 2 CFR 200.213 and 2 CFR 180.