

**10/24/24****PROJECT TITLE:** Trash Chute and System Cleaning and Repair**PROJECT NO.:** TU-2512

**DESCRIPTION:** Towson University (TU) is seeking a qualified contractor to provide all labor, equipment and material required to repair, maintain, hot water and/or steam clean trash chutes, compactors, compactor rooms, trash rooms and 2-yard compactor cans encompassed within ten (10) residence buildings: Residence Tower, Glen Towers A-B-C-D, Towson Run Apartments, Barton House, Douglass House, Barnes Hall and Marshall Hall. Barnes Hall, Marshall and Residence Tower buildings contain two (2) trash chutes, all other buildings have one (1) trash chute.

All cleaning work shall be performed at least twice annually during semester breaks. Once during winter break (January) and once during summer break (June, July, or August), as well as on an as needed basis, at the discretion of the University.

**SCHEDULE:** The period of this contract shall be from December 1, 2024 through November 30, 2027 with the University reserving the right to exercise two one-year renewal options.

**BID DUE NO LATER THAN:** 11/7/24 @ 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:** Wendy Childs, Procurement Officer Representative, via email: [wchilds@towson.edu](mailto:wchilds@towson.edu) or by Phone: (410) 704-3486.

**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.

**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 <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.

**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.

## **MINORITY AND SMALL BUSINESSES ARE ENCOURAGED TO RESPOND**

## **INCLUDED IN BID PACKAGE:**

- ❖ Scope of Work
- ❖ Attachment A - Maryland Green Purchasing Committee Approved Specification
- ❖ Exhibit A-1 – EH&S Requirements
- ❖ Exhibit A-2 – Required Contract Provisions for Construction and Maintenance
- ❖ Exhibit B – Bid Affidavit
- ❖ Exhibit C – Contract Affidavit
- ❖ Exhibit F – Company Profile
- ❖ Exhibit G – Firm Experience
- ❖ Exhibit K – Addenda Acknowledgement
- ❖ Exhibit R – Conflict of Interest Affidavit and Disclosure
- ❖ Exhibit S - Bid/Price Proposal Forms
- ❖ TU-2512 Bid Worksheet (Excel)
- ❖ Exhibit T - Contractor's Company Stock Affidavit
- ❖ Exhibit U – Subcontractor Information Form
- ❖ Exhibit V- Sample Agreement

**BID SUBMITTALS:** The following items shall be submitted with bid:  
Failure to submit any item may result in bid being rejected.

- ❖ Exhibit B – Bid Affidavit
- ❖ Exhibit F – Company Profile
- ❖ Exhibit G – Firm Experience
- ❖ Exhibit K – Addenda Acknowledgement (if applicable)
- ❖ Exhibit R – Conflict of Interest Affidavit and Disclosure
- ❖ Exhibit S - Bid/Price Proposal Form
- ❖ TU-2512 Bid Worksheet (Excel)
- ❖ Exhibit U – Subcontractor Information Form (if applicable)
- ❖ List of Contractor Owned Equipment Relevant to the Contract Scope of Work

Prices quoted are valid for 90 days unless otherwise noted. Failure to submit completed 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](mailto: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 the Procurement bid board link for updates, addendums and all solicitation relating documents before bid submission to avoid the rejection of your bid.

**SCOPE OF WORK  
TRASH CHUTE AND SYSTEMS CLEANING AND REPAIR  
TU-2512**

**I. SUMMARY**

- A. Towson University (TU) is seeking a qualified contractor to provide all labor, equipment, and material required to repair and maintain, hot water and/or steam clean trash chutes, compactors, compactor rooms, trash rooms and 2-yard compactor cans encompassed within ten (10) residence buildings: Residence Tower, Glen Towers A-B-C-D, Towson Run Apartments, Barton House, Douglass House, Barnes Hall and Marshall Hall. Barnes Hall, Marshall and Residence Tower buildings contain two (2) trash chutes, all other buildings have one (1) trash chute.
- B. All cleaning work shall be performed at least twice annually during semester breaks. Once during winter break (January) and once during summer break (June, July, or August), as well as on an as needed basis, at the discretion of the University. Each cleaning shall be paid at the same cost per cleaning as stated on the Bid/Price Worksheet.
- C. Link to TU Campus Map:  
  
<https://www.towson.edu/maps/documents/campus-map.pdf>
- D. It is the University's intention to make award to one (1) contractor as a result of this solicitation.
- E. Refer "Attachment A -Maryland Green Purchasing Committee Approved Specification," for additional specifications.

**II. ADMINISTRATION**

- A. **Definitions** - 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. "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.
  - 4. "FACILITIES SUPPORT MANAGER OR THE ASSISTANT FACILITIES SUPPORT

MANAGER" – The University’s representative, generally, but not always, from the Office of Facilities Management. This person will be responsible for the University for the overall management, administration, communication and completion of the Task Order.

5. "OVERTIME" - A per person hourly rate applied to any hours worked over the threshold of forty (40) hours per seven (7) day period.
6. "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.
7. "TU or UNIVERSITY" - Refers to Towson University, a body corporate and an agency and instrumentality of the State of Maryland.
8. "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

9. "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.

**B. University Description**

1. The University is divided into two operating programs, 07 and 08. Program 08, also known as Auxiliary Services, is financially responsible for all residence facilities. Currently, this contract only pertains to Program 08.
  - a. TU reserves the right to add or remove trash systems cleaning services to this contract. Any addition or removal shall require an amendment to the contract. Current TU contract trash systems are located in the following buildings are listed below.

PROGRAM 08 BUILDINGS

Barton House	Glen Tower B	Residence Tower*
Barnes Hall*	Glen Tower C	Towson Run Apartments
Douglass House	Glen Tower D	
Glen Tower A	Marshall Hall*	

\* Building contains two (2) chutes

C. **Contract Period:**

1. The base term of this contract will be for three (3) years and begin on or about November 1, 2024 through October 31, 2027 with the University reserving the right to exercise two one-year renewal options. The Contractor shall ensure proposed rates account for current rate increases in Maryland's minimum wage law approved by the Maryland General Assembly. If exercised, prices for the option years shall be adjusted 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-month period at time of renewal. No annual adjustment shall exceed 3%.
2. 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 Facilities Support Manager or the Assistant Facilities Support Manager.

**III. CONTRACTOR QUALIFICATIONS**

- A. **Exhibit F, Company Profile** – The Contractor must have at least five (5) years of experience performance in trash chute system cleaning, maintenance, and repair.
- B. **Exhibit G, Firm Experience** – Furnish references for no less than three (3) projects of comparable size and scope completed within the past five (5) years, or currently underway. Please include any references for similar work with educational institutions.

**IV. GENERAL INFORMATION AND CONTRACTOR REQUIREMENTS**

A. **Hours of Operation:**

1. University Scheduled work shall be performed between the hours of 7:30 a.m. and 2:30 p.m. Monday through Friday. Repair work shall be performed as needed.
2. Emergency 4-hour response shall be required during normal working hours. Emergencies occurring on weekends and holidays require a response within the first 4-hours of the next business day.

B. **Emergency Work**

1. In the event an emergency exists, as defined in section II.3., which would require immediate work, the Facilities Support Manager or the Assistant Facilities Support Manager shall verbally notify the Contractor immediately and if permission to perform this work is granted verbally, it shall be confirmed in writing via email by the Facilities Support Manager or the Assistant Facilities Support Manager.
  2. Due to the nature of an emergency, quotes are not required. Invoices which reflect the actual work completed shall be provided upon the completion of work with all required back-up documentation as described in section VII.B.
- C. The University cannot guarantee any volume, shifts or days to the successful Contractor. The resulting contract shall be for the actual work completed only.
  - D. TU reserves the right to instruct the Contractor to remove an employee from campus without cause.
  - E. All Contractor personnel shall be dressed in uniforms displaying the company name

and employee name.

- F. 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 Contractor's documents such as quotes and invoices, etc.

G. **Contractor Access:**

1. Access routes, entrance gates, parking and storage areas, etc., shall be as directed by the Facilities Support Manager or the Assistant Facilities Support Manager. The Contractor shall conduct all operations in strict observation of the access routes and other areas. Observance shall include any imposed time limitations.

H. **Security and Building Access:**

1. The Contractor shall be responsible for maintaining the security of the University as it relates to the Contractor's employees.
2. The Contractor service personnel shall report to the Facilities Support Services Office in order to gain access to the buildings to be cleaned. Swipe Cards and/or keys to access buildings shall be available for daily sign-out on an as-needed basis as determined by the Facilities Support Services Office. Swipe Cards and/or Keys shall only be signed out by the Contractor's Supervisor at the Work Control Office in the General Services Building and must be returned before leaving campus each day.
3. In the event a key is lost by Contractor personnel, the Contractor shall be liable for the cost to change the lock cores for all doors that can be opened by the lost key, and for the cost of making and issuing all new keys to the departments in those buildings.

I. **Contract Initiation Conference:**

1. Prior to the beginning of the contract, a contract initiation conference will be held between the University and the Contractor. The Contractor is required to have proper representation at the conference. The following items will be reviewed:
  - a. Contract requirements
  - b. Projected schedules
  - c. Administrative procedures
  - d. Location of buildings
  - e. Chemicals/MSDS's

J. **Site Conditions:**

1. The Contractor shall promptly report to the Facilities Support Manager or Work Control Center any existing conditions and/or circumstances that interfere with the proper performance of the work in accordance with the specifications (blocked access, activities, etc.) Upon notification, the Facilities Support Manager shall take immediate steps to have such conditions and/or circumstances investigated and corrected.

K. **Use of University Utilities:**

1. The use of water, sewer and electric utilities shall conform to the University policies. Utilities shall be furnished by the University without cost to the Contractor. Electric power available is 120V, three-phase, 60 cycle. Maximum load which can be applied to a circuit is 60 amps. The Contractor shall install and maintain at their own expense any necessary supply connections and facilities, but only at such locations and in such workmanlike manner as authorized by the Facilities Support Manager for the operation of the equipment, should its electrical characteristics be other than those specified above.

L. **Safety Precautions, Rules and Regulations:**

1. The Contractor shall be responsible for instructing their employees in appropriate safety measures.
2. Prior to commencement of work, the Contractor shall meet with the Facilities Support Manager to discuss and develop mutual understandings relative to administration of the overall safety program.
3. The Contractor shall provide to the Department of Environmental Health and Safety a copy of the Safety Data Sheets for all cleaning agents or hazardous materials to be utilized on campus. The Safety Data Sheets shall be reviewed by the Environmental Health and Safety Department and all materials must be approved prior to use. The University reserves the right to prohibit the use of any material that does not meet the University's safety and environmental requirements.
4. Environmental Health & Safety – Hazardous Waste Disposal
  - a. The Contractor is hereby notified that there are occupants in campus buildings which have trash chutes who have legitimate medical conditions which require daily injections using syringes which contain hypodermic needles. While Towson University is aggressively attempting to ensure all used syringes are properly disposed of, there have been incidents in the past where used syringes have been improperly disposed of and discovered in trash chutes and trash rooms.
  - b. The Contractor is responsible for providing all required training and personal protective equipment to his/her employees that may be required by the most current OSHA Bloodborne Pathogens Standard. Any fees associated with the required contractor employee training shall be at the contractors expense.
  - c. The Contractor assumes full responsibility for any of his employees who are accidentally injured from syringes discovered during the completion of this contract. If any syringes are discovered, it is the Contractor responsibility to safely place them into a sealed puncture-proof container before disposing of them as non-regulated domestic waste.

M. Contractor shall adhere to all requirements detailed in "Attachment A -Maryland Green Purchasing Committee Approved Specification."

N. **Equipment, Materials, Supplies, Etc.:**



1. The Contractor shall furnish all equipment, tools, materials, supplies and parts necessary to properly perform all work under this contract.

## **V. PRICING**

### **A. Flat Rates**

1. The Contractor shall propose fully loaded flat rates for trash chute, compactor, trash closets, and compaction containers cleaning and reporting. Fully loaded flat rates shall include all costs including labor, material, equipment, reports, insurance, training, overhead and profit and any other services necessary for and incidental to the execution and completion of the work.
2. Any labor to perform inspections as well as any labor to prepare reports as required in section VI.G. detailing any necessary and/or recommended repairs to the trash chute system and/or the trash compactors in each facility shall be included in the flat rate.
3. There is no allowable mark-up on flat rates.
4. Service tickets are required with invoices.
5. Flat Rates shall remain fixed for the base contract term. As stated in section II.C.1. pricing for option years, if exercised, shall be adjusted 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-month period at time of renewal. No annual adjustment shall exceed 3%. Option year pricing shall remain fixed on a contract year basis.

### **B. Hourly Rates**

1. The University is also requesting that the Contractor propose four (4) fully loaded hourly rates for Supervisor, Laborer, Emergency Supervisor, and Emergency Laborer positions, to be used for Additional Services outside of flat rate work. Hourly rates shall be fully loaded, inclusive of all costs including labor, owned equipment, insurance, training, overhead and profit and any other services necessary for and incidental to the execution and completion of the work.
2. The hourly labor rate will remain fixed for the base contract term. As stated in section II.C.1. pricing for option years, if exercised, shall be adjusted 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-month period at time of renewal. No annual adjustment shall exceed 3%. Option year pricing shall 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 Facilities Support Manager or the Assistant Facilities Support Manager in advance. Any overtime/holiday work not approved by the Facilities Support Manager or the Assistant Facilities Support Manager by written approval in advance shall not be paid and shall be the responsibility of the contractor. TU Holidays as defined in section II.A.8. are the only holidays eligible for holiday pay.
4. Labor Tickets are required with invoices.

- C. All hours are estimates not to be construed with actual contract usage. There is no

guaranteed minimum or maximum usage on the resulting contract.

D. **Material Charges**

1. The following applies to materials consumed in Additional Services. Materials consumed in the biannual cleanings are included in the flat rates as defined in section V.A.:
  - a. Material costs shall be reimbursed to the Contractor with a mark-up not to exceed the mark-up percentage submitted by the Bidder on the TU-2512 Bid/Price Proposal Form.
  - b. 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. The quoted mark-up for materials is to include all delivery/pick-up/handling costs associated with the material if a) delivered directly to job site by supplier; b) picked up by the On Call Contractor representative, or c) drawn from Contractor's warehouse stock. The Contractor shall provide equipment and material as specified by the University from sources at least cost to the University. Competitive quotations shall be secured wherever feasible and in all instances when requested by the University. Contractor is responsible for receiving their own materials, including unloading of delivery trucks, checking deliveries, and transportation to the work area. University employees are not responsible for receipt of deliveries.
  - c. The material mark-up shall remain constant for all contract years.
  - d. The Contractor shall make every effort to obtain materials at the least cost possible. TU is tax exempt, however, pursuant to "Exhibit A-2, Required Contract Provisions Construction & Maintenance (Simplified)", section 47, "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.
  - e. The University shall **not** pay a mark-up on tax. Materials shall be billed as:
    - (1) Awarded bidders Cost of material (minus tax) times the awarded bidders approved mark-up = (Cost of material + mark-up) + applicable tax = Reimbursement Amount.
  - f. Materials shall include only materials incorporated in or consumed by the work of the project needs.
  - g. Material taken from the Contractor's stock:
    - (1) 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.
    - (2) Material taken from the Contractor's stock shall be billed at the

- current market replacement costs as delivered to the Contractor, plus the Contractor's mark-up for materials.
- (3) Note that a special fee or merchandising fee for material taken from stock is not allowed under this Contract.
  - (4) Receipts, or invoices for materials are required as back-up documentation with invoices.
  - (5) If receipts, or invoices are not available, the Contractor shall provide an "Exhibit T – Contractor's Company Stock Affidavit" as proof of replacement cost, listing material description, quantity, unit cost, extended cost, mark-up and total cost, which shall certify that such materials were taken from their stock, and that the quantity claimed was used.
- h. University's right to furnish material:
- (1) The University reserves the right to purchase material or job required merchandise, or to furnish such items from stock.
- i. Contractor shall provide an itemized list for material valued below \$100.00 individually or in aggregate on the quote. Backup documentation for quoted material is not required with the quote but is required for material totaling \$100 either individually or in aggregate with the invoice.

**E. Equipment**

1. All equipment required to perform standard/typical work under this contract shall be owned by the contractor and shall be normally available on the dispatched vehicle. TU shall not reimburse the contractor for equipment rental charges that are considered standard/typical equipment for services provided under this contract. The contractor shall submit with their bid a list of owned equipment relevant to the scope of this contract, with their bid for review and approval.
2. Rental charges for equipment apply to additional services only. Equipment utilized in the flat rate services shall be included in the flat rate cost.
3. Usage of Contractor owned equipment shall be included in the man hour rates as stated above in section V.B.1.
4. Rental equipment charges for additional services are reimbursable. Contractor shall provide a receipt for the rental with their invoice. The mark-up for equipment rental, combined overhead, and profit, shall not exceed 10% of the equipment rental costs. The equipment rental mark-up shall remain constant for all contract years.
5. The University shall **not** pay a mark-up on tax. Equipment rental shall be billed as:
  - a. Awarded bidders cost of rental equipment (minus tax) times 1.10 (mark-up) = (Cost rental equipment + mark-up) + applicable tax = Reimbursement Amount.
6. 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.)

F. **Subcontracting**

1. Subcontracting is allowable for cleaning (subcontractor mark-up not allowed on cleaning which is included in the flat rate) and additional services only and shall not be permitted without prior written approval submitted via Exhibit U – Subcontractor Information Form from the Facilities Support Manager or the Assistant Facilities Support Manager. The markup for subcontractors shall not exceed 10%. Subcontractor costs to include all coordination time, set up, etc. The subcontractor mark-up shall remain constant for all contract years. (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 University shall not pay a mark-up on tax. Subcontractor costs shall be billed as:
  - a. Awarded bidders cost for subcontractor (minus tax) times 1.10 (mark-up) = (Cost of subcontractor + mark-up) + applicable tax = Reimbursement Amount

- G. The only allowable charges for this contract are those as defined in section V. of this solicitation.

**VI. TECHNICAL SPECIFICATIONS**

- A. The Contractor shall provide a full-time Supervisor on campus at the time of cleaning. The Supervisor shall be fluent in English and able to communicate effectively with university personnel both verbally and in writing. Prior to beginning work on each assigned day, the Supervisor shall report to the Facilities Support Services Office. The Facilities Support Services Office shall notify Towson University Maintenance personnel to temporarily deactivate fire detection and protection equipment while trash chute cleaning is being performed in each building. The Contractor Supervisor is required to notify the Facilities Support Services Office at the completion of work each day so that these systems may be reactivated.

B. **Trash Chute Cleaning Procedures:**

1. Disconnect and cover the compactor's power supply.
2. Scrape, wire-brush, degrease and pressure wash all intake doors.
3. Remove, degrease, clean and replace vent caps on the roof.
4. Degrease, pressure wash and steam clean trash chute interior.
5. Unclog all encountered obstructions.
6. Power vacuum excess water and debris from compactor room and/or trash closet.
7. Close off intake doors while work is being performed.
8. Disinfect all trash chutes after cleaning.
9. Inspect and touch up all encompassed areas to ensure the work performed complies with the specifications.
10. Check and test all operating door parts and compactor operation.

C. **Compactor and 2yd Compaction Container Procedures:**

1. Disconnect and cover the compactor's power supply.
2. Scrape, wire-brush, degrease, pressure wash and steam clean all exterior and interior surfaces. Pay particular attention to the corners and enclosed areas.
3. Power vacuum excess water and debris from compactors, compaction containers and work area.
4. Upon completion of cleaning, disinfect all compactors and compaction containers.
5. Inspect and touch up all encompassed areas to ensure the work performed complies with the intentions of these specifications.
6. Following completion of all work, start up and test all functions of the compactor to ensure no damage has occurred and it is fully functional.

D. **Trash and Compactor Room Procedures:**

1. Disconnect and cover the compactor's power supply.
2. Degrease, steam clean and pressure wash all walls, ceilings, doors and floors. Pay particular attention to the corners. The Contractor shall be held responsible for all physical damage to these rooms as the result of their cleaning efforts.
3. Remove all embedded materials from the walls, ceilings, doors and floors. Pay particular attention to the corners.
4. Upon completion of cleaning, disinfect all rooms.
5. Inspect and touch up all encompassed areas to ensure the work performed complies with the specifications.

E. **Additional Services**

1. Additional services include the repair, replacement of parts and/or overhauls to equipment. This may include the replacement of handles, door latches, closers, seals, doors, switches, sensors, eyes, cleaning or adjusting system components or other parts of the chutes or the compactor units.
2. No additional services may be performed without the prior written approval of the Facilities Support Services office.

F. **Carpet Protection:**

1. The Contractor is responsible for protecting hallway carpets while performing the services covered under these operating specifications. Damage to carpet caused by the Contractor shall be repaired, or if necessary, replaced, at the Contractor expense. Any carpet cleaning that is required as a direct result of the Contractor actions shall be at the Contractor expense.

G. **Reporting Requirements**

1. Within seven business days of the completion of each cleaning, the Contractor shall submit a report to the Facilities Support Services Office detailing any necessary and/or recommended repairs to the trash chute system and/or the trash compactors in each facility. The report shall be submitted via email to the Facilities Support Services Office. A quote for any additional services e.g. –

recommended repairs and replacements as defined in section VII.A. shall accompany the report.

2. Any labor to perform inspections as well as to prepare reports as required detailing any necessary and/or recommended repairs to the trash chute system and/or the trash compactors in each facility shall be included in the flat rate. No other fees or hourly rates will be accepted.
3. Invoices and report shall be submitted separately. Reports shall be submitted via email to the Facility Support Services Office. Invoices shall be submitted as instructed in VII. B.
4. Failure to submit a detailed report of necessary or recommended repairs within seven (7) business days of the completion of chute cleanings will result in payment being delayed until the report is received.
5. No additional services, repair, replacement of parts, or overhaul shall be performed without the prior written approval of the Facilities Support Services Office.

H. **Covered Equipment:**

1. Each of the resident facilities below contains a trash room and compactor(s), however, the number of compaction containers and floors covered by the trash chute system vary.

<u>BUILDING</u>	<u>NUMBER OF TRASH CHUTE FLOORS</u>	<u>TRASH CLOSETS TO BE CLEANED</u>	<u>COMPACTION CONTAINERS (2yd)</u>	<u>COMPACTOR/ROOMS</u>
Residence Tower*	15	0	Total of 6, only 4 may be available at a time	2 compactors/1 room
Glen Tower A	16	15	Total of 4, only 3 may be available at a time	1 compactor/1 room
Glen Tower B	15	14	Total of 4, only 3 may be available at a time	1 compactor/1 room
Glen Tower C	14	11	Total of 4, only 3 may be available at a time	1 compactor/1 room
Glen Tower D	15	12	Total of 4, only 3 may be available at a time	1 compactor/1 room
Towson Run	6	6	0	0

Apartments				
Clara Barton House	5	0	0	0
Frederick Douglass House	5	0	0	0
Barnes Hall*	9	0	0	0
Marshall Hall*	8	0	0	0

*\*Building has two (2) waste chutes*

## VII. OPERATING PROCEDURES

### A. **Quotes**

1. Quotes are required for Additional Services only. All other work shall be invoiced at the rates submitted with the awarded Contractor's bid.
2. All quotes shall be submitted via email to the TU PM or assigned designee within seven (7) calendar days. All quotes shall be Not-to Exceed (NTE) time and materials (unless otherwise instructed by the TU PM or assigned designee) on the vendors letterhead and include the following:
  - a. Reference Contract TU-2512
  - b. Date proposed to start work and schedule
  - c. Area(s) to be completed
  - d. Price breakout in accordance with contract pricing, including:
    - (1) Labor – Contract position, number of hours, and contract labor rate. Quotes must state when overtime and/or emergency rates are utilized. The contractors labor rates shall not exceed the labor rates as bid on their Bid/Proposal Form for TU-2512 for the current contract year.
    - (2) Material – Material cost plus mark-up. Mark-up not allowable on tax. Refer to section V.D.1.e. for equation. Materials valued under \$100.00 either individually or in aggregate shall be itemized/listed on the quote. Backup documentation for quoted material is not required with the quote but is required for material totaling \$100 either individually or in aggregate with the invoice as per section V.D.1.i.
    - (3) Equipment Rental (if applicable) - List of rental equipment cost plus applicable mark-up. Backup documentation for quoted rental is not required with the quote but is required with the invoice as per section. The University shall not pay mark-up on tax. Refer to section V.E.5.
    - (4) Proposed Subcontractor(s) (if applicable) - List of proposed subcontractors, with subcontractor quote plus applicable mark-up. The University shall not pay mark-up on tax. Refer to section V.F.2.
    - (5) Not-to-Exceed (NTE) Total Task Order Cost - Labor + Material + Equipment Rental (if applicable) + Subcontractor (if applicable)

3. Failure to adhere to these quote procedures may delay acceptance of quote and/or issuance of PO.

**B. Invoices**

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 [StrATUsAPinvoices@towson.edu](mailto:StrATUsAPinvoices@towson.edu), upon completion and acceptance of work to Towson University, Accounts Payable Department as instructed on the Purchase Order.
2. Each invoice must be on the Contractor's letterhead in the same format as the quote, as defined in section VII.A., indicating the actual costs. In addition, each invoice shall clearly state the following:
  - a. Purchase Order Number (if applicable) and Contract Number TU-2512
  - b. Date work was started and completed
  - c. Area completed – List
  - d. Labor rates and man hours for each contract position employed in the execution of the task order work pursuant to contract TU-2512 for the current contract year. Mark-up not allowable on tax. Refer to sections V.D.1.e., V.E.1.5, and V.F.2
  - e. Contractor Federal Tax ID number
3. Copies of the following shall be submitted with invoices as back-up documentation:
  - a. Copies of Service Tickets for flat rate work and Labor Tickets for additional service work, signed by the Facilities Support Manager or the Assistant Facilities Support Manager.
  - b. Copies of receipts and/or invoices for materials valued over \$100.00 individually or in aggregate, indicating Contractor discount.
  - 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 section V.D.1.g.5.
  - d. Copies of invoices for all rental equipment
  - e. Copies of invoices for all Subcontractors approved by the Facilities Support Manager or the Assistant Facilities Support Manager.
4. Failure to adhere to these invoicing procedures may result in delay of payment.

**VIII. WARRANTY**

- A. Contractor shall furnish the University with a minimum of a (6) months (labor and material) warranty for the repairs upon completion of all work. Overhaul or replacement shall require any manufacturer's warranty plus a minimum of a (6) months (labor and material) warranty for the repairs upon completion of all work. The contractor warrants that the products installed will be free from defects in workmanship and materials from the date of substantial completion. Contractor will repair or replace any products of faulty material or defective workmanship proven under normal use or service.



## **ATTACHMENT A - 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](mailto: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](mailto: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.

**01. 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.

**02. 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.

**03. 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.

**04. 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.

**05. 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.

**06. 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.

**07. 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.

**08. 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.

#### **09. 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.

#### **10. 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.

#### **11. 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.

#### **12. 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.

#### **13. Default Delay and Time Extension**

Termination for Default — Damages for Delay — Time Extensions

a. 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.

b. 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.

c. 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.

**d.** The Contractor's right to proceed may not be so terminated nor the contractor charged with resulting damages if:

**(1)** 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

**(2)** 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.

**e.** 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".

**f.** 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.

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

#### **14. 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.

#### **15. 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.

#### **16. 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

#### **17. 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.

#### **18. 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.

#### **19. Incorporation by Reference**

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

#### **20. 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.

#### **21. 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.

#### **22. 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.

#### **23. 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.

#### **24. 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.

#### **25. 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.

## **26. 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.

## **27. 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.

## **28. 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.

## **29. 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.

## **30. 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.

## **31. 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.

## **32. 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.

### **33. 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.

### **34. Policies and Procedures**

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

### **35. 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.

### **36. 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.

### **37. 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.

### **38. 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.

### **39. 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.

### **40. 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.

### **41. 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.

### **42. 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.

### **43. 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.

### **44. 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).

### **45. 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.

### **46. 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.

### **47. 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.

#### **48. 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.

#### **49. 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.

#### **50. 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.

#### **51. 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."

#### **52. 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.

#### **53. 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.



#### **54. 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**

**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: Trash Chute and System Cleaning and Repair  
 Project Number: TU-2512

**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-2512 Bid Worksheet)**

Base Bid/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
-------------------------------------	-------------	-------------------

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

- Is NOT a 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: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Witness: \_\_\_\_\_



**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. I FURTHER AFFIRM THAT:** The material(s) listed below were taken from the business named above stock. The quantity claimed was actually used, and that the price, transportation and handling of the materials as are claimed represent actual cost. (If additional space for materials is required, please attach another sheet with additional materials in the format below):

<b>Material Description</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Extended Cost</b>
		\$	\$
		\$	\$
		\$	\$
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		\$	\$
Contractor's Company Stock Subtotal			\$
Contractor's Company Stock Subtotal + Mark- Up (Include applicable mark-up percentage applied on quote)			\$
<b>Contractor's Company Stock (Subtotal + Mark-up)</b>			<b>\$</b>

**C. 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 Contractor's Company Stock cost certification remains true and correct in all respects 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**



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