

February 22, 2023

PROJECT TITLE: Green Roof Maintenance

PROJECT NO.: TU-2312

DESCRIPTION: Towson University (TU) seeks a qualified vendor to provide all necessary labor, supervision, tools, equipment, and material to maintain multiple planted green roofs as a preventative program to support TU stormwater permits, which includes maintenance of the following:

1. Plants,
2. Material bedding,
3. Associated constructed hardware as it relates to the green roof design e.g.- flashing, edging, drains, covers, etc.

SCHEDULE: The period of the contract shall consist of one base year from date of award with the University reserving the right to exercise at its sole option four one-year renewal options. The total duration of the contract shall not exceed five years.

PRE-BID/PROPOSAL CONFERENCE: March 1, 2023 @ 10:00 AM, Room 408 Administration Building, 7720 York Rd. The First Site Visit shall immediately follow the pre-bid meeting. If you wish to request an ADA accommodation, please telephone (410) 704-2171. Please complete Exhibit P - Pre-Bid/Proposal Conference Response Form and email to wchilds@towson.edu, no later than 48 hours prior to the Pre-bid/Proposal Conference. If you wish to request an ADA accommodation, please telephone (410) 704-2171. **One Site Visit is Mandatory.**

SECOND SITE VISIT: March 2, 2023 @ 2:00 PM, Meet in the first-floor lobby of the Administration Building.

DEADLINE FOR QUESTIONS: March 6, 2023 @ 4:30 PM

BID DUE NO LATER THAN: March 10, 2023 @ 2:00 PM. Late bids, late requests for modification, or requests for withdrawal will not be considered

Issuing Office:

Procurement Department
Towson University
8000 York Road
Towson, MD 21252

DIRECT QUESTIONS TO: Wendy Childs, Procurement Officer Representative, via email: 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 display a valid University permit unless parked at a paid meter. Parking on sidewalks or unpaved areas is prohibited at all times. All fines for parking or other vehicle violations are the responsibility of the Contractor. This applies to vendors, salespersons, company vehicles, and Contractor employees' personal vehicles. Long- and short-term permits are available, at designated rates, for vendors with contracts that require them to park regularly on the campus; see the parking website at <https://www.towson.edu/parking/visitors/> for permit rates and information to support preparation of Bid/Price Proposal. Parking Transportation phone: (410) 704-7275. **NOTE: Include parking fees in Bid/Price Proposal.**

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

INSURANCE: The Bidder shall secure, pay the premiums for, and keep in force until the expirations of the contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Bidder under the contract. Upon award, the successful Bidder shall furnish certificates of insurance.

1. Commercial General Liability Insurance including all extensions; \$2,000,000 each occurrence; \$2,000,000 personal injury; \$2,000,000 products/completed operations; and \$2,000,000 general aggregate.
2. Workmen’s Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland.
3. If automotive equipment is used in the operation, automobile liability insurance of \$1,000,000 combined single limit, each accident.
4. If food products are used in the operation, food products liability insurance, if not included in the Comprehensive, with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident.

Each policy for liability protection, bodily injury or property damage must specifically name, on its face, Towson University, as an additional named insured as respects operations under the contract and premises occupied by the Contractor provided, however, with respect to the Contractor’s liability for bodily injury or property damage under items 1-5. above, such insurance shall cover and not exclude Contractor’s liability for injury to the property of the University System and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees or guests of the University System.

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

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

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

MINORITY BUSINESSES ARE ENCOURAGED TO RESPOND

INCLUDED IN BID PACKAGE:

- ❖ Bid/Price Proposal Form
- ❖ Attachment A – Green Roof Drawings
- ❖ Attachment B - Towson University Green Roof Maintenance Monthly Service Form
- ❖ Exhibit A-1 – Environmental Health and Safety Requirements
- ❖ Exhibit A-2 – Required Contract Provisions for Construction and Maintenance (Simplified)
- ❖ Exhibit E – Sample Agreement
- ❖ Exhibit F – Company Profile
- ❖ Exhibit G – Firm Experience
- ❖ Exhibit K – Addenda Acknowledgement
- ❖ Exhibit L – Key Personnel Form
- ❖ Exhibit P – Pre-Proposal RSVP Form
- ❖ Exhibit R – Conflict of Interest Affidavit and Disclosure
- ❖ TU Contractor Requirements Conducting Business on Campus during COVID-19

BID SUBMITTALS: The following items shall be submitted:

- ❖ Bid/Price Proposal Form
- ❖ Maryland Pesticide Control Applicator Certification(s)
- ❖ Maryland Pesticide Business License
- ❖ Exhibit F – Company Profile
- ❖ Exhibit G – Firm Experience (**Duplicate this form as necessary**)
- ❖ Exhibit K – Addenda Acknowledgement (if applicable)
- ❖ Exhibit L – Key Personnel Form
- ❖ Exhibit R – Conflict of Interest Affidavit and Disclosure

Prices quoted are valid for 90 days unless otherwise noted.

SUBMIT BIDS VIA E-MAIL

- ❖ **Electronic Submittal** – submit via e-mail as an **attachment** by the bid due date and time. The e-mail address in which to submit the bid is bids@towson.edu. This e-mail address is for the receipt and storage of authorized Bids **ONLY**. It is not monitored for any other type of correspondence. All other correspondence should be directed to the appropriate procurement representative per the instructions contained in this document. The **project name and number must appear in subject line of email** along with your **company name**. Any email attachment, or cumulative email attachments, at or exceeding 150MB in size will not be accepted by the University email system. Bidders are permitted to separate email attachments into multiple, clearly labeled, emails.

GREEN ROOF MAINTENANCE

TU-2312

SCOPE OF WORK

I. SUMMARY

A. Towson University (TU) seeks a qualified vendor to provide all necessary labor, supervision, tools, equipment, and material to maintain multiple planted green roofs as a preventative program to support TU stormwater permits, which includes maintenance of the following:

1. Plants,
2. Material bedding,
3. Associated constructed hardware as it relates to the green roof design e.g. - flashing, edging, drains, covers, etc.

II. ADMINISTRATION

A. Definitions

1. Extensive Green Roof – Extensive green roofs are generally made up of a very thin layer of soil, not more than 5 inches or other planting medium with shallow-root plants like sedum, mosses, and grasses.
2. Intensive Green Roof – Intensive green roofs require the deepest soil from 6 up to 48 inches thick and have the greatest impact on the structural design to accommodate all types of plantings including perennials, shrubs and trees.

B. TU reserves the right to add or remove green roofs from this contract. Any addition or removal of green roofs shall require an amendment to the contract. Current TU green roofs are listed below. Refer to "Attachment A – Green Roof Drawings," for details.

Number	Location	Green Roof Type	Vegetative Square Foot
1	College of Liberal Arts	Extensive	35,678
2	Health & Counseling Center at Ward & West Hall	Extensive	1698
3	West Village Commons	Intensive	2100
4	University Union	Intensive	3190

C. Contract Period

1. The period of the contract shall consist of one (1) base year from date of award with the University reserving the right to exercise at its sole option four (4) one-year renewal options. The total duration of the contract shall not exceed five (5) years. 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%.

CI. Pricing

1. Flat Rates
 - a. The Contractor shall propose fully loaded flat rates for Monthly Maintenance tasks as defined in section V.B., for each of the four (4)

green roofs. Fully loaded flat rates shall include all costs including labor, material, owned equipment, insurance, training, and any other services necessary for and incidental to the execution and completion of the work.

2. Hourly Rates

a. The University is also requesting that the Contractor propose fully loaded hourly rates for Supervisor, Lead Technician, Certified Maryland Pesticide Applicator, and Laborer positions, to be used for Additional Services. Hourly rates shall be fully loaded, inclusive of all costs including labor, owned equipment, insurance, training, and any other services necessary for and incidental to the execution and completion of the work.

3. All hours are estimates not to be construed with actual contract usage. There is no minimum usage on this contract.

4. Material Charges

a. Materials consumed in the Monthly Maintenance are minimal and shall be included in the fully loaded flat rate bid for each of the four (4) green roofs.

b. The following applies to materials consumed in Additional Services:

(1) Material costs reimbursed to the Contractor shall be based on the cost of material to the Contractor from usual sources of supply with all usual trade practice discounts deducted. The mark-up for material, combined overhead, and profit, shall not exceed 10% of material costs.

(2) The Contractor shall make every effort to obtain materials at the least cost possible. Material costs shall include sales taxes or other taxes to which materials furnished under the Contract are subject by law.

(3) Materials shall include only materials incorporated in or consumed by the work of the project needs.

(4) 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.

c. Note that a special fee or merchandising fee for material taken from stock is not allowed under this contract. Market quotations, invoices or other suitable evidence from wholesalers, distributors, jobbers of the articles or materials so furnished shall be submitted by the Contractor as proof of replacement cost.

5. Equipment

a. The mark-up for equipment rental, combined overhead, and profit, shall not exceed 10% of the equipment rental costs.

b. The Owner reserves the right to purchase material, equipment, or job required merchandise, or to furnish such items from stock.

E. Hours of Operation

1. All work shall be performed between the hours of 7:00 am and 3:30pm, Monday through Friday.

2. Occasionally the University may require Additional Services outside of these hours. In this instance the Contractor shall bill the University at the hourly

rates submitted on their bid form plus materials, rentals and applicable mark-ups.

III. CONTRACTOR QUALIFICATIONS

A. The following shall be submitted as part of the Bid Package:

1. **Exhibit F, Company Profile** – The Contractor must have at least five (5) years of experience performing Green Roof Maintenance.
2. **Exhibit G, Firm Experience** – Furnish references for no less than three (3) projects of comparable size and scope completed within the past two (2) years, or currently underway. Please include any references for similar work with educational institutions.
3. **Exhibit L, Key Personnel** – Furnish a Key Personnel form for each Lead Technician proposed to work under this contract. Lead technicians must have at least three (3) years of experience in green roof maintenance in projects of comparable size and scope.
4. **Maryland Pesticide Control Applicator Certification(s)** – Contractors shall have at least one Maryland Certified Pesticide Control Applicator with a minimum Category 3A on staff at time of award. The Contractor shall submit a copy of the Maryland Pesticide Control Applicator Certification for each Pesticide Applicator proposed to complete work under this contract.
5. **Maryland Pesticide Business License** – Each contractor must submit a copy of their Maryland Pesticide Business License with their company profile.

IV. CONTRACTOR REQUIREMENTS

A. Contractor Personnel

1. A full-time, uniformed Supervisor must be present on campus while work is in progress and be available via cell phone in case of emergency.
2. Contractor personnel shall be trained and qualified using current horticultural and roof safety best practices to perform all planted bed maintenance and associated green roofs structures.

B. Employee Safety

1. The Contractor shall abide by all current safety regulations and building codes. The Contractor shall be responsible for the safety of their employees in compliance with all Federal and State regulations.
2. Safety and Environmental Requirements: The Contractor must ensure that all work is performed in strict compliance with all applicable and current local, Maryland Occupational Safety and Health (MOSH) (state) and Occupational Health and Safety (OSHA) (federal), safety standards and regulations. MOSH incorporates federal standards by reference; therefore, its state and federal standards are identical.

C. Spills

1. All spills shall be immediately reported to the Landscape Services Manager. The Contractor shall be responsible for cleanup of all spills in compliance with all Federal and State regulations.

D. Required Reporting

1. Monthly Service Reports
 - a. The Contractor shall provide a detailed written service report after each service monthly visit. The service report must contain information for each green roof serviced during the monthly service period and should be emailed on a separate sheet with the invoice for the monthly service. See "Attachment B: Towson University Green

Roof Maintenance Monthly Service Form," as an example of required information. Each monthly report must include the following:

- (1) Date and start time of service visit of each green roof.
- (2) Representative photos of each planted section of each green roof. Close-up photos of any problem spots.
- (3) List of tasks that were completed.
- (4) Photos of damage to roof, roof drains, flashing etc.
- (5) Recommendations - plant replacements, soil testing etc.

2. Roof Condition Assessment

- a. Twice a year, Pre-Season Clean-Up – March, and Post Season Clean-Up – November, the contractor shall perform and document a thorough Roof Condition Assessment to include general roof conditions, drain cleaning, and inspection of roof flashing for loose fittings, edging, covers and/or any other necessary repairs.

V. EXECUTION

A. Summary

1. The successful Contractor shall provide green roof maintenance for all University green roofs. Green Roof Maintenance Services are divided into two categories, Monthly Maintenance Service and Additional Services.

B. Monthly Maintenance Service

1. The Contractor shall provide green roof maintenance for all green roofs from March through November, to be conducted once a month. Maintenance during December through February is not required, unless requested by the Landscape Services Manager or other authorized designated personnel. Any maintenance requested by the University during December through February shall be considered additional services.
2. Each monthly service shall be coordinated with the Landscape Services Supervisor, or other authorized designated personnel, and occur within a period of three (3) to five (5) consecutive days each month. Scheduled maintenance visits shall be no closer than three (3) weeks or longer than five (5) weeks apart.
3. Monthly Maintenance service to be performed during each visit:
 - a. Inspect general roof conditions including clearing drains.
 - b. Hand weeding
 - c. Trim perennials and dead head appropriately according to type. Divide every two (2) to three (3) years, as necessary.
 - d. Trim succulents to encourage additional leaf development at the plant crown and to spread.
 - e. Collect and dispose debris, leaves and trash.
 - f. Create monthly service report
4. Monthly Maintenance Service Billing
 - a. Monthly Maintenance Services shall be billed to the University using the per roof monthly maintenance flat rate as submitted on their bid form for this solicitation.

C. Additional Services

1. Additional Services shall include the following:
 - a. Pre -Season Clean-up – March
 - b. Post-Season Clean-up – November
 - c. Plant Health Care Services

- d. Occasionally the university may request green roof related services beyond the services as described within this solicitation. These services shall be deemed additional Services.
 - e. Any services requested during December through February.
2. Pre and Post Season Clean-up Services
- a. In addition to the general monthly maintenance service tasks performed each month, the contractor shall perform the following:
 - (1) Perform roof condition assessment.
 - (2) Replace soil, mulch as needed.
 - (3) Remove undesirable seed heads and stalks, weeds, leaves and debris and other seasonal task as needed.
3. Plant Health Care-Services
- a. Contractor shall monitor growing conditions for common problems in appearance, structure, and vitality. Contractor shall be trained to recognize signs and symptoms of stress(es), evaluate for potential damage, and recommend appropriate action(s) for the following:
 - (1) Insects and disease
 - (2) Soil or root system problems
 - (3) Irrigation, fertilization, pruning
 - b. Contractor shall provide the following remedies as necessary:
 - (1) Apply pre-emergent
 - (2) Provide curative fungicide applications as necessary to stop progress of plant fungal diseases.
 - (3) Soil nutrient level testing results shall be provided if plant performance deems necessary.
 - (4) Fertilizing with organic slow-release fertilizer.
 - (5) Grub control,
 - (6) Fungicide drenching,
 - c. All pesticide work shall be carried out by Maryland Certified Pesticide Control Applicators.
 - d. The Contractor shall provide all chemical and fertilizer applications in accordance with current State and Federal laws.
 - e. The Contractor shall post, application signs at the completion of treatments at each roof entrance according to State and Federal Law.
 - f. The Contractor shall provide label and copy of pesticide application record for the amount of fertilizer and/or pesticide use for each application. The record shall include each site location, amount used for each site and be submitted with each invoice.
 - g. The Contractor shall, calibrate, clean and maintain equipment prior to on-site arrival
 - h. If utilizing Campus water sources the Contractor shall utilize metered water for applications from designated sources and report amount of water utilized on the invoice.
 - i. Mix applications per current product label instructions. Contractors shall dispose of incorrectly mixed load off campus.
 - j. The Contractor shall be responsible for chemical damage to surrounding vegetation during treatments
 - k. All spills shall be immediately reported to the Landscape Services Manager. The Contractor is responsible for cleanup of all spills.
4. Additional Services Billing

- a. Additional Services shall be billed as hourly rates for Supervisor, Lead Technician, Certified Maryland Pesticide Control Applicator, and Laborer positions.
- b. Any additional services must be approved by the Landscape Services Supervisor, or other authorized designated personnel, prior to starting work. The Contractor is responsible for any charges associated with any additional services performed without written prior approval from the Landscape Services Supervisor, or other authorized designated personnel.

D. Implementation

1. The Contractor shall contact the Landscape Services Supervisor, or other authorized designated personnel, at the beginning of each service month to coordinate and schedule monthly services for each building.
2. The Contractor is responsible for collecting necessary access keys from Work Control office located at the General Services Building.
3. The Contractor shall perform the Monthly Maintenance Services as described in section V. B. according to the agreed schedule.
4. Upon completion, the Contractor shall provide an invoice and the Monthly Service Report including a quote for any additional services recommended as a result of the Monthly Service Report. Additional Services shall be quoted using the Additional Services hourly rates submitted with their bid.
5. The Landscape Services Supervisor, or other authorized designated personnel, shall review the invoice, Monthly Service Report, and quote for additional services.
6. If additional services are approved, the Landscape Services Supervisor, or other authorized designated personnel, shall coordinate to schedule the additional services.
7. Upon completion and acceptance of the additional services by the Landscape Services Supervisor, or other authorized designated personnel, the Contractor shall submit an invoice. Invoices shall include all required back-up documentation, including receipts for materials and any rental equipment plus the applicable mark-up.

VI. GENERAL INFORMATION

- A. TU reserves the right to instruct the Contractor to remove an employee from campus without cause.
- B. Subcontracting on this contract is prohibited unless prior written approval is obtained from the TU Landscape Services Manager.
- C. The University will not accept nor authorize payment for travel time or expenses of services personnel. The only billable time will be for service work performed.
- D. The terms and conditions of this solicitation and any contracts or purchase orders issued as a result of this document shall supersede and prevail over the terms and conditions contained on preprinted Contractor's documents such as invoices, etc.
- E. Quotes
 1. Quotes are not required for the Monthly Maintenance Services. The University shall be invoiced at the rates submitted with the awarded Contractor's bid. Quotes are required for Additional Services.
 2. All quotes shall be submitted via email to the Landscape Services Manager. All quotes shall include the following:
 - a. Reference Contract TU-2312

- b. Date proposed to start work and schedule
 - c. Area(s) to be completed
 - d. Price breakout in accordance with Contract pricing, including position, number of hours, material estimate
3. Failure to adhere to these quote procedures may delay acceptance of quote and/or issuance of PO.

F. 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, upon completion and acceptance of work to Towson University, Accounts Payable Department as instructed on the Purchase Order.

Each invoice must clearly state the following:

- a. Purchase Order Number (if applicable) and Contract Number TU-2312
 - b. Date work was started and completed
 - c. Area completed – List
 - d. Price breakout in accordance with Contract pricing, including all back-up documentation e.g. – daily work tickets listing position, number of hours worked, receipts for materials and rental equipment etc.
 - e. Monthly Service Report as outlined in section IV.D.1 of this solicitation, when applicable.
 - f. Roof Condition Assessment as outlined in section IV.D.2. of this solicitation, when applicable.
 - g. Contractor Federal Tax ID number
2. In addition to the invoice requirements listed above, invoices that include pesticide application must also include the following:
 - a. Pesticide label copy and amount used
 - b. Fungicide label copy and amount used
 - c. Fertilizer label copy and amount of nitrogen used
 3. Failure to adhere to these invoicing procedures may result in delay of payment.

VII. Warranty

- A. All plant material replacements shall be true to botanical name and have a six (6) month warranty.

Bidder's Name: _____
 Project Title: Green Roof Maintenance
 Project Number: TU-2312

Failure to properly complete each blank may be cause for rejection of this proposal.

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

Total Cost of Project:

Base Bid: _____
 Words

Base Bid: \$ _____
 Numbers

MONTHLY MAINTENANCE CLEAN-UP SERVICE – CONTRACT YEAR ONE				
Row	Location	Cost Per Maintenance Visit	Number of Visits (March – November)	Total (Cost per Maintenance Visit x Number of Visits)
1	College of Liberal Arts	\$	9	\$
2	Health & Counseling Center at Ward & West Hall	\$	9	\$
3	West Village Commons	\$	9	\$
4	University Union	\$	9	\$
Monthly Maintenance Clean-up Service Total				\$

ADDITIONAL SERVICES - CONTRACT YEAR ONE				
Row	Position	Hourly Rate	Estimated Hours	Total (Estimated hours x Hourly Rate)
1	Supervisor	\$	100	\$
2	Lead Technician	\$	200	\$
3	Laborer	\$	200	\$
4	MD Pesticide Applicator	\$	60	
Additional Services Total				\$

Base Bid Total (Monthly Maintenance Clean-up Service Contract Year 1 Pricing + Additional Services - Contract Year 1 Pricing) *Transfer this total to the Base Bid under Total Cost of Project Above*	\$
--	----

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

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

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

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

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

Firm Name: _____

Address: _____

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

Federal Tax ID or Social Security No.: _____

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

Printed Name: _____

Title: _____

Witness: _____

Attachment A: Green Roof Drawings

1. College of Liberal Arts
2. Health and Counseling Center at Ward & West
3. West Village Commons
4. University Union

College of Liberal Arts - Green Roof Drawing



PHASE 2
95% CD SET
NOT FOR
CONSTRUCTION
3/16/2009

BURT, HILL
1054 Thomas Jefferson St.,
N.W.
Washington, DC 20007
Tel: 202-332-2711
Fax: 202-332-3139
www.burthill.com

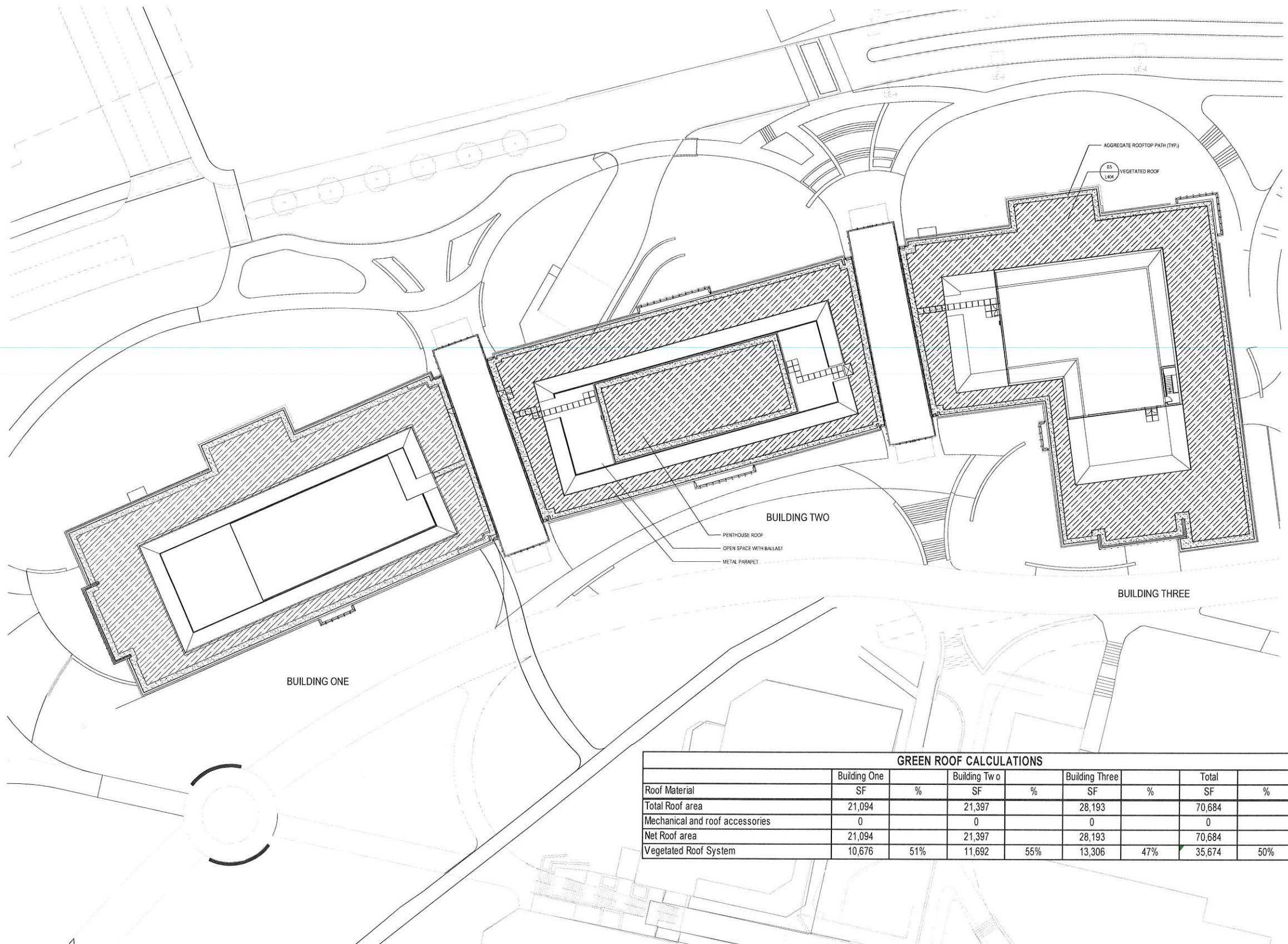
NO.	DATE	REV

COLLEGE OF LIBERAL ARTS
GREEN ROOF PLAN (ALTERNATE)
PHASE II

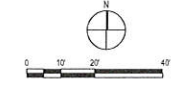
PROJECT NO. 05-907 DATE: 3/16/2009

L - 302

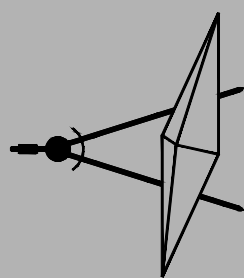
SHEET OF



GREEN ROOF CALCULATIONS								
	Building One		Building Two		Building Three		Total	
Roof Material	SF	%	SF	%	SF	%	SF	%
Total Roof area	21,094		21,397		28,193		70,684	
Mechanical and roof accessories	0		0		0		0	
Net Roof area	21,094		21,397		28,193		70,684	
Vegetated Roof System	10,676	51%	11,692	55%	13,306	47%	35,674	50%



Health & Counseling Center at Ward & West - Green Roof Drawing



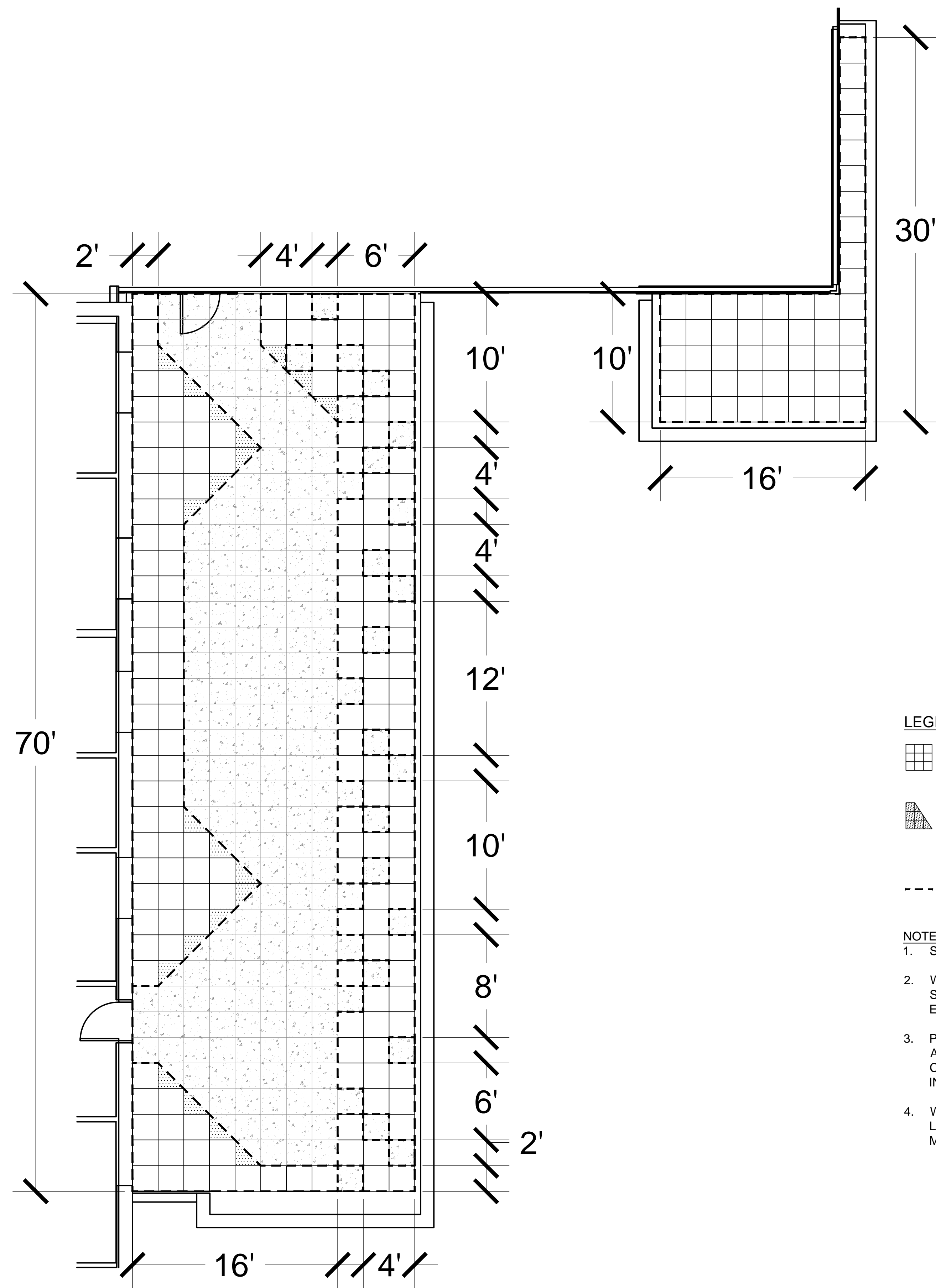
Designer Information:
 Name: Eric Sommers
 E-Mail Address: SommersEric@firestonebp.com
 Phone Number: (317) 816-3872
 Fax Number: (317) 428-5535

Firestone
 BUILDING PRODUCTS COMPANY
 NOBODY COVERS YOU BETTER.®

Firestone Estimating Services Department
 250 West 96th Street
 Indianapolis, IN 46260
 Phone (800) 428-4442 Fax (800) 353-8525

Available Services
 * On Site Training and Certification

A B C D E F G H I J K



LEGEND

- WHOLE TRAY
TOTAL QUANT: 216
TOTAL SF: 864
- CUT TRAY
TOTAL QUANT: 21
COVERAGE SF: 42
TOTAL SUPPLIED SF: 84
- EDGER
TOTAL QUANT: 600'

NOTES:

1. SEE SHEET GR3.00 FOR SYSTEM DETAILS
2. WHERE POSSIBLE PLACE CUT SIDE OF TRAY AGAINST MOST RIGID PHYSICAL VERTICAL SURFACE. WHEN ADJACENT VERTICAL SURFACE IS UNAVAILABLE PLACE CUT TRAY EDGE AGAINST NEAREST ADJACENT UNCUT TRAY TRAY.
3. PLACE FILTER LAYER BELOW ALL CUT TRAYS. UPTURN FILTER LAYER ON CUT EDGE ALONG VERTICAL FACE, TRIM EXCESS AFTER PLANT MATERIAL IS PLACED, TO MAINTAIN CONTAINMENT OF GROWING MEDIA. MAINTAIN UPTURN AS GROWING MEDIA IS PLACED IN TRAYS.
4. WHEN A TRAY CUT EDGE IS PLACE AGAINST AN ADJACENT UNCUT TRAY LAY FILTER LAYER INTO NEAREST UNCUT TRAY, TO MAINTAIN CONTAINMENT OF GROWING MEDIA. MAINTAIN OVERLAP AS GROWING MEDIA IS PLACED IN TRAYS.

GENERAL NOTES

1. The Firestone estimating services department is not a contractor for practicing roof design professionals such as architects, engineers, landscape architects, and other professionals. Reference to these services is for informational purposes only. The user is responsible for the appropriate use of these services. Firestone Estimating Services Department is not responsible for the accuracy of the information provided. The user is responsible for the appropriate SkyScape layout and installation. No Firestone Estimating Services Department representative is authorized to provide any other information.
2. All job conditions such as overhang, area, system type, irrigation systems (including slope, selection, edger type, size (as needed), grower, structural load, capacity, drain locations, etc.), have been provided by the architect, roofers and landscape architect via mail, e-mail and verbally to the Firestone Estimating Services Department. All information must be confirmed by the roofing contractor. If any information is not confirmed by the criteria shown below, Firestone Estimating Services Department reserves the right to stop the project.
3. Shop drawing must be approved by the architect or the contractor. The contractor must be returned to Firestone Estimating Services Department for information and shipment of materials.
4. Once the material is received, the contractor is not responsible for its safekeeping or shortages discovered.
5. The roofing contractor must provide all material pieces with packing lists. All discrepancies must be reported immediately to Firestone Estimating Services Department.
6. Irrigation point of connections and supporting PVC mainline piping, PVC lateral line / drip line header and automated valves, and control units will be supplied by others.
7. All irrigation components shall be installed per all applicable local and state building and plumbing codes.

SHOP DRAWING APPROVAL

I understand that the information and dimensions provided to and used by Firestone Estimating Services Department may have been supplied by a third party source. Therefore, with my signature:

I have provided Firestone Estimating Services Department with correct field conditions, including actual field dimensions, drain locations, structural slopes and roof curb locations, that may alter the drainage pattern. Therefore, I accept the tapered design shown on this drawing.

I have not measured the roof or confirmed correct field conditions, including drain locations, structural slopes and roof curb locations that may alter the drainage pattern shown on this drawing. However, I accept this design as shown and take full responsibility for any errors, shortages, and/or omissions that may occur.

Please sign below and fax to Firestone Estimating Services Department at 800-353-8525.

Name: _____ Company: _____
 Signature: _____ Date: _____

PROJECT INFORMATION

Project: Towson University Health & Counseling Center
 Location: Towson, MD
 Firestone Quote Number: 12-MD-5260
 CGT Quote Number: _____
 Quote Version Number(s): _____ Page: 1 of 2
 Estimated by: E. Sommers Date: 7/23/2013
 Drawn by: R. Littleton
 Drawing Scale: 3/16" = 1'-0"

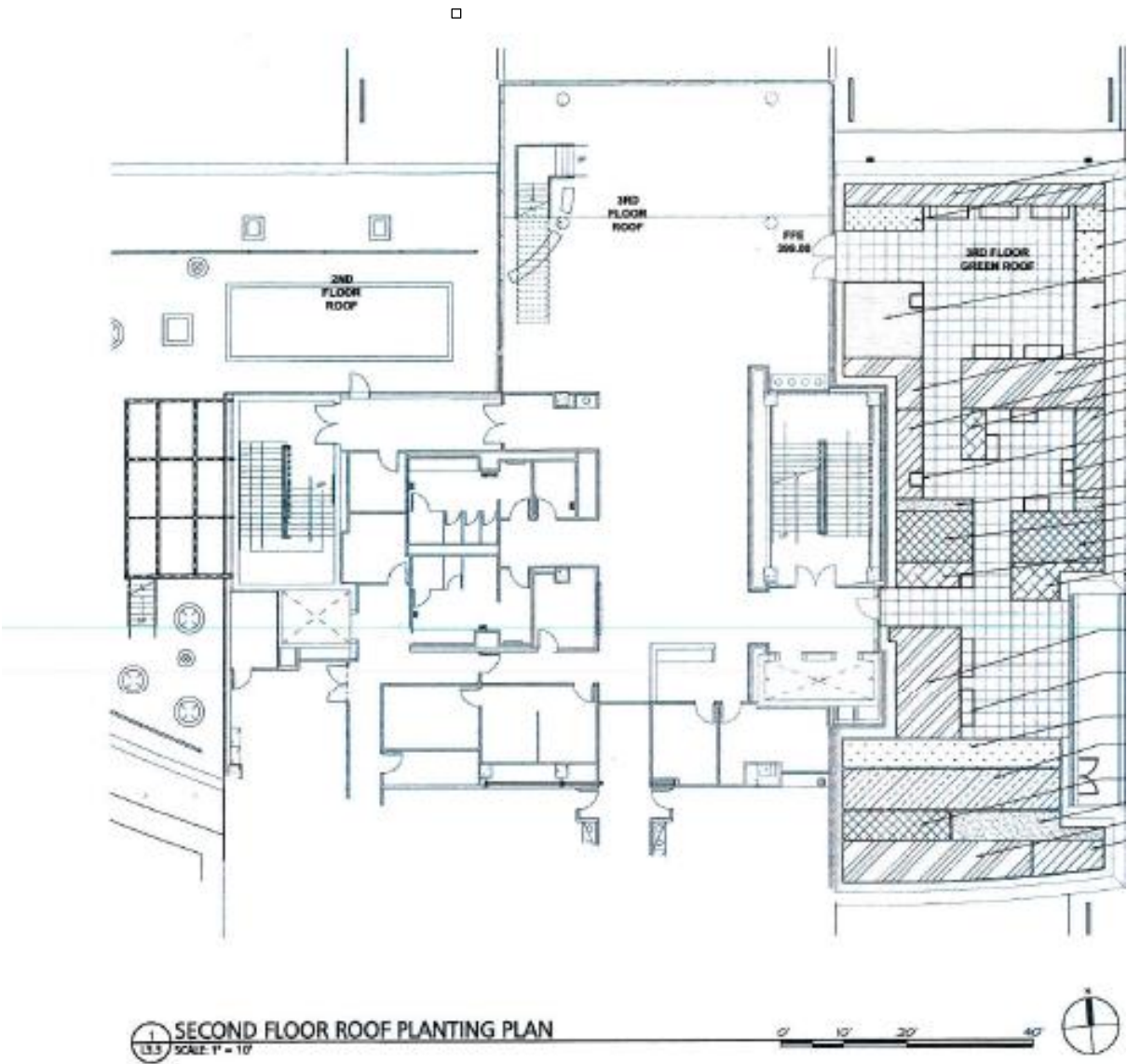
Contractor: _____

Architect: _____

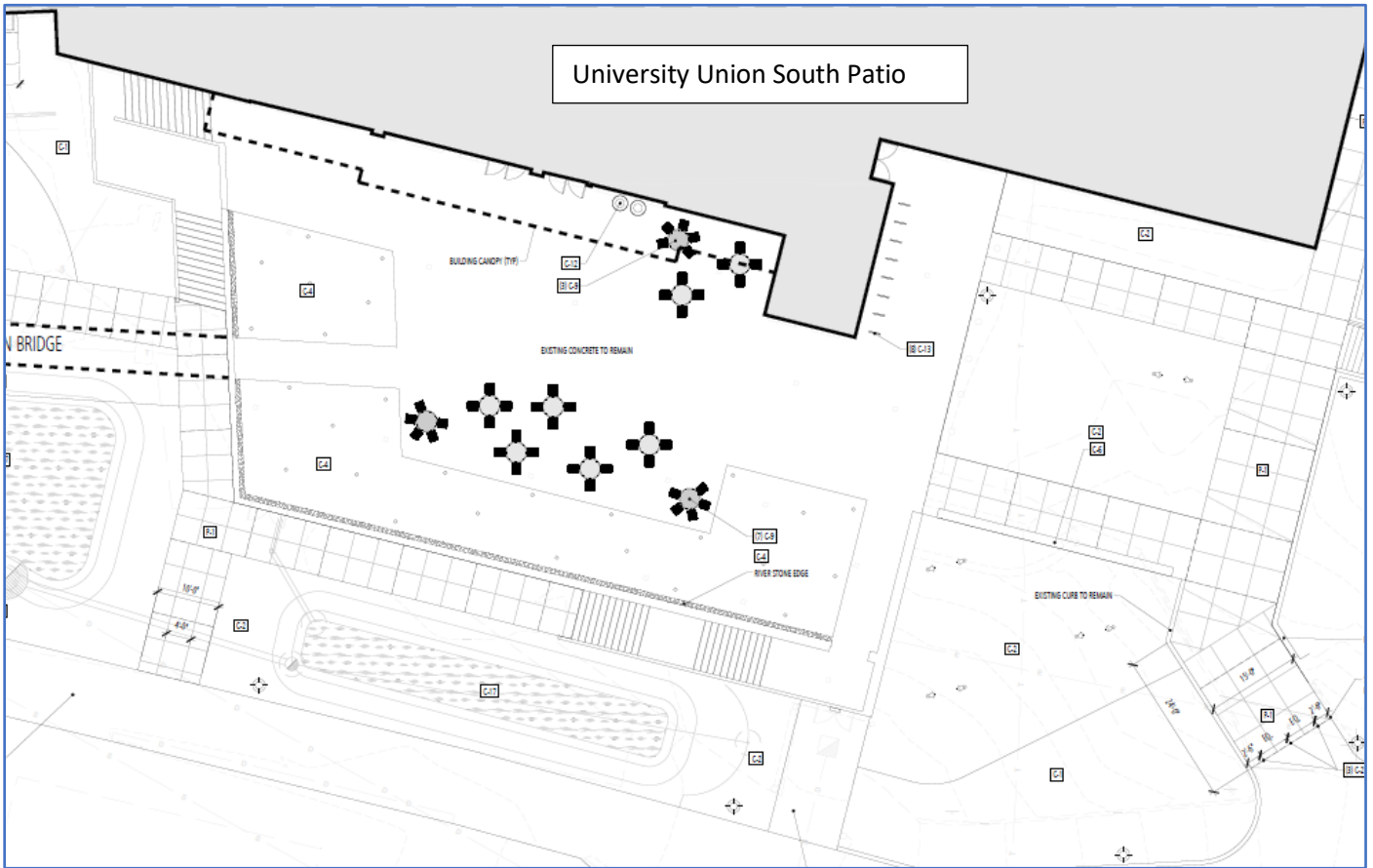


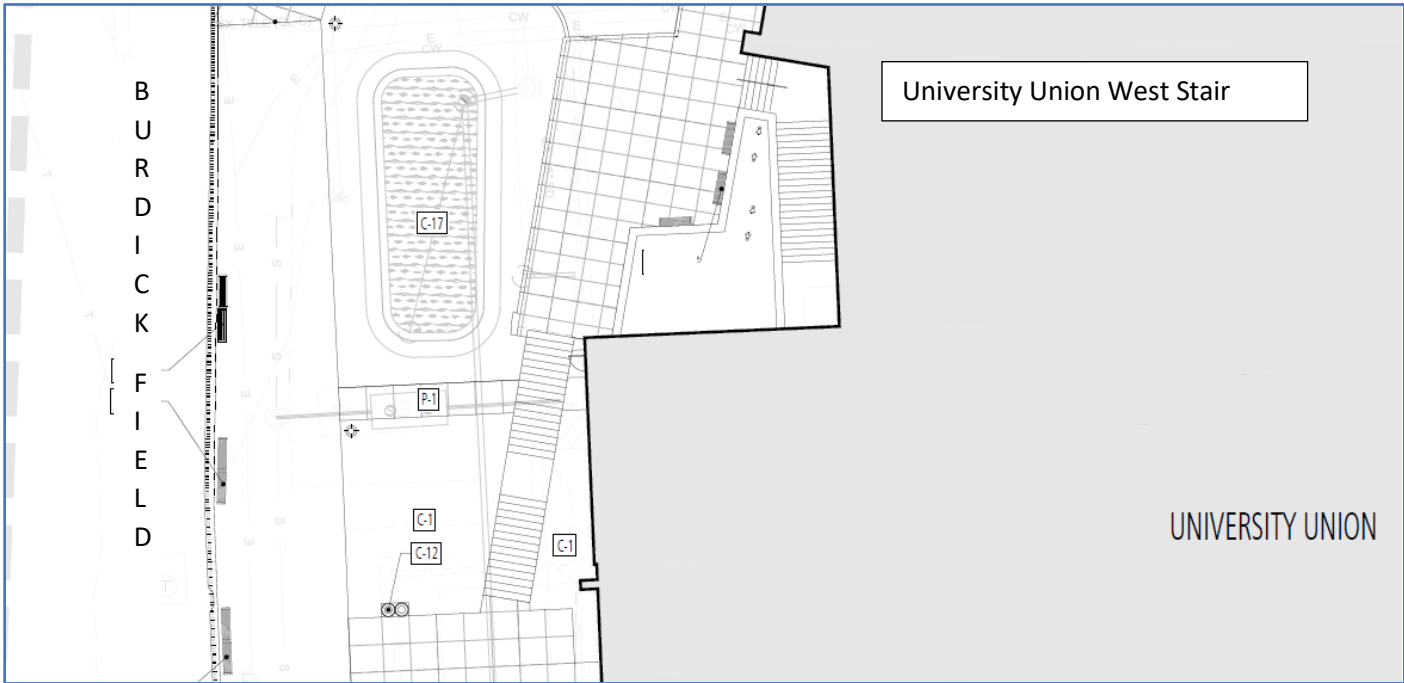
GR1.00

West Village Commons - Second Floor Green Roof Drawing



University Union - Green Roof Drawings





ATTACHMENT B : Towson University Green Roof Monthly Maintenance Form

Site Name:		Date:
Inspection Activity	Required Maintenance Completed	Notes
	Check box	
Weeding - hand pulling remove from site		
Weed Control		
Debris clean up - remove from site		
Minor Roof flashing Repair		
Vegetation coverage (less than 85%) If less - provide quote for replacement		
Fertilization		
Pest inspection - list pest and treatment		
Clean Drain Covers - check clog and water pooling		
Repair media erosion		
Inspect edging , joints, borders and repair		
Irrigation /Handwatering		
Attach Photos on separate sheet for example; vegetative cover , erosion , hardware repair, etc.		
Maintenance Actions for next Service visit -		
Site Contact Signature		

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

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

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

2. Hazard Communication Standard

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

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

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

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

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

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

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

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

3. Asbestos

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

4. Lead Paint

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

5. Fire Safety

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

The Contractor will be responsible for the following:

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

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

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

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

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

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

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

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

6. Bloodborne Pathogens

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

7. Confined Space Entry

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

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

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

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

8. Respiratory Protection

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

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

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

9. Waste Disposal

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

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

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

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

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

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

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

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

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

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

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

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

11. Wastewater/Sewer Discharge

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

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

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

12. Safety Training/Inspections/Meetings

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

13. Materials

No asbestos, lead, or PCB containing materials (0%) are to be utilized /installed on campus unless prior written approval has been received from the University's Department of Environmental Health & Safety (410-704-2949).

14. Stormwater Pollution Prevention/Prohibition of Illicit Discharges

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

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

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

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

a. The following discharges are exempt from discharge prohibitions:

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

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

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

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

15. Prohibition of Illicit Connections

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

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

16. Notification of Spills or Illicit Discharges

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

17. Enforcement

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

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

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

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

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

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

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

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

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

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. Local Conditions Covering Work

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

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. Payment Bond

A payment bond is required for all construction contracts in excess of \$100,000 in the amount equal to at least 100 percent of the contract price. The payment bond shall be delivered by the contractor to the State not later than the time the contract is executed. If a contractor fails to deliver the required payment bond, the contractor's bid shall be rejected, its bid security shall be enforced, and award of the contract shall be made to the next lowest responsive and responsible bidder.

The required payment bond shall be in the State of Maryland form in effect at the time the contract is executed per COMAR 21.07.02.10B.

35. Performance Bond

A performance bond is required for all construction contracts in excess of \$100,000 in the amount equal to at least 100 percent of the contract price. The performance bond shall be delivered by the contractor to the University not later than the time the contract is executed. If a contractor fails to deliver the required performance bond, the contractor's bid shall be rejected, its bid security shall be enforced, and award

of the contract may be made to the next lowest responsive and responsible bidder.

The required performance bond shall be in the State of Maryland form in effect at the time the contract is executed per COMAR 21.07.02.10A.

36. 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.

37. Policies and Procedures

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

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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).

48. 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.

49. 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.

50. 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.

51. 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.

52. 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.

53. 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.

54. 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."

55. 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.

56. 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.

57. 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.

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

Company Name: _____

Date of Incorporation: _____ State of Incorporation: _____

Type of Work Performed:

Number of Years in Business: _____

Other or former names under which your organization has operated: _____

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

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

Brief History of the Company:

Total Number of Employees: _____

Number of Field Employees (Excluding Supervisory): _____

Number of Field Supervisory Personnel: _____

Number of Office Personnel (Excluding Supervisory): _____

Number of Office Supervisory Personnel: _____

Bonding Co.: _____ Bonding Capacity: _____

Proposer: _____

Project Name: _____

Project Dollar Size: _____

Start Date: _____

Completion Date: _____

Client/Customer: _____

Address: _____

Contact Person _____

Telephone: _____

Email: _____

Project Manager: _____

Description of the Project:

Similarities Between this Project and TU Project:

Name of Bidder (Company): _____

Solicitation Number: _____

Project Title: _____

Due Date: _____

Acknowledgement

I hereby acknowledge receipt of the following addenda which have been issued regarding the above referenced solicitation:

Addendum #1, issue date: _____

Addendum #2, issue date: _____

Addendum #3, issue date: _____

Addendum #4, issue date: _____

Addendum #5, issue date: _____

Addendum #6, issue date: _____

Addendum #7, issue date: _____

Addendum #8, issue date: _____

Addendum #9, issue date: _____

Addendum #10, issue date: _____

Addendum #11, issue date: _____

SIGNATURE

DATE

PRINTED NAME

TITLE

Project Name: _____

Project No.: _____

Bidder/Offeror Name: _____

Key Personnel Name: _____

Proposed Position Assigned: _____

1. Educational Background

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

2. Employment History

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

Employer	Dates of Employment (from/to)	Position Held

3. Project References

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

Contact Person	Company Name	Telephone & Email
Description of Project		

Contact Person	Company Name	Telephone & Email
Description of Project		

Contact Person	Company Name	Telephone & Email
Description of Project		

4. Achievements/Other Notations (Optional):

5. Similar Project/Contract Experience

List at least three (3) prior projects.

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

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

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

Project Name: _____

Project No.: _____

Company/Firm/Bidder/Offeror Name: _____

Contact Name: _____

Phone: _____

Email: _____

❖ I am a Certified Minority Business Enterprise: Yes No MDOT Certification # _____

A Pre-Bid/Proposal Conference will be held on date and location identified in the Key Summary Information Sheet. Please return this form no less than 48 hours in advance of the conference.

I will attend the Pre-Bid/Proposal Conference: Yes No

❖ I intend to bid/propose for the above referenced solicitation: Yes No

If you will attend the Pre-Bid/Proposal Conference, please indicate the following:

❖ Number of representatives that will attend the Pre-Bid/Proposal Conference: _____

❖ Number of vehicles (for parking purposes): _____

Helpful Links:

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

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

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

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

All contractors, vendors, service providers (together, "Contractors"), Contractor personnel, subcontractors, and subcontractor personnel working on the Towson University ("TU") campus and in TU off-campus buildings and other facilities (together, "Campus") are expected to comply with the requirements contained in this document during the COVID-19 pandemic.

Contractors are responsible for ensuring that their subcontractors, including subcontractor personnel, comply with this Guidance. All references to Contractor personnel requirements also apply to subcontractor personnel.

1. **Documentation.** Contractors are required to have a written Infectious Disease Exposure Control Plan and/or written Safe Work Guidance document for COVID-19 exposure controls. This document must be readily available either in an online or paper document for review upon TU's request.
2. **Compliance with Executive Orders, Laws, Regulations, Ordinances, and Government Guidance.** Contractors must manage project sites, work areas, and work activities in accordance with all COVID-19 Federal, State, and local laws, regulations, ordinances, and guidance. TU expects all on- premise Contractor personnel to follow specific guidance related to COVID-19 issued by government agencies including, but not limited to, OSHA, Maryland Department of Health, CDC, Baltimore County Department of Health, TU's Department of Environmental Health & Safety, and TU's Health Center. In instances where guidance's are not in alignment, the contractor is to follow the most stringent guidance available.
3. **Community Protection.** Contractors are responsible for ensuring employees have face coverings and disinfection supplies identified for COVID-19 exposure controls and ensuring that contractor personnel are appropriately using such equipment and supplies. In the case of subcontractors performing work on TU premises, the Contractor is responsible for ensuring that its subcontractors are compliant with TU COVID-19 requirements for work performed on Campus.

All Contractor personnel are required to use face coverings when (a) entering and leaving buildings and while inside buildings, (b) interacting with TU employees, students, and other individuals, and (c) when in outdoor public spaces where six feet of physical distance cannot be maintained. This applies to all TU facilities and spaces.

4. **Training and Access to Information.** Contractors are required to ensure that all employees and subcontractors who are engaged in work on Campus have been appropriately trained and have access to information addressing controls for the transmission of COVID-19, including but not limited to physical distancing, good hand hygiene, cough/sneeze etiquette, and effective use of face coverings and other personal protective equipment.
5. **Physical Distancing.** While engaged in work on Campus, Contractor personnel must maintain physical distancing (greater than 6 feet between persons) when entering and leaving buildings, while inside all buildings, and when moving through public spaces on Campus, unless maintaining physical distancing would, in the Contractor's professional opinion, (a) create a work hazard, or (b) impede completing the work. If Contractor personnel are not able to maintain physical distancing, they must wear face coverings.
6. **Hand Hygiene.** Contractor personnel are expected to maintain good hand hygiene practices, including but not limited to frequent hand washing or, in areas without access to soap and water, frequent use of hand sanitizer containing at least 60% alcohol. Contractor personnel shall refrain from shaking hands with others. In specific instances, such as performing work in research laboratories, use of protective gloves (examination gloves) may be required. In these instances, Contractor personnel must put on and take off gloves in the research area. Contractor personnel must dispose of gloves in laboratory trash or as indicated by the Campus Department Host, not in hallway or restroom trash cans.

7. **High-Touch Surface Cleaning.** Contractor personnel must clean and disinfect high-touch surfaces used by personnel in carrying out their work. After conducting work, or during regular intervals throughout the day, Contractor personnel must clean and disinfect high-touch surfaces. High touch areas include, but are not limited to, elevator buttons, door knobs/handles, stairwell railings, light switches, equipment, chairs.

Contractors are responsible for providing and using disinfectants with registration numbers on the EPA List N Disinfectants for Use Against SARS-COV-2 for disinfecting surfaces touched or otherwise used by Contractor personnel. When conducting work in TU facilities, Contractor personnel shall not prop open doors.

8. **Symptom Monitoring.** It is the Contractor's responsibility to ensure that employees reporting to a job site on the TU campus are not ill. Contractors are required to perform daily symptom monitoring, for COVID-19 symptoms as defined by the CDC, for all employees who are engaged in work on TU's campus. Appendix 1 is the TU Symptom Monitoring Checklist for informational purposes. Contractors should not submit any employee health or symptom information to TU.
9. **Personnel COVID-19 Illness Reporting.** TU expects Contractors to report, within 4 hours of notification, any COVID-19 illness among Contractor personnel actively engaged in work on TU's Campus. Contractors and Contractor personnel must comply with the following practices:

- a. Contractor personnel are not to come to the TU Campus if they are feeling unwell for any reason.
- b. Contractor personnel who feel unwell while on campus are to follow their Company's procedures for reporting illness and leave campus.

Contractors must report to TU Campus Department Host, within 4 hours of being notified, any known or presumed positive COVID-19 test, as determined by a healthcare provider, among Contractor and/or Subcontractor personnel actively engaged on Campus, or previously engaged on Campus during their infectious period (as per a healthcare provider's evaluation). Should a Contractor learn of a COVID-19 positive test of Contractor/Subcontractor personnel the Contractor must use the **COVID-19 Reporting Form** which can be found at <https://towsonu.tfaforms.net/218605> to report the following information to the Campus Department Host:

- i. Contractor/Subcontractor Company name and key contact information.
- ii. The last date the Contractor/Subcontractor employee worked on Campus
- iii. Specific locations where services were rendered by the Contractor/Subcontractor employee of concern. Location information must include the building name(s), room number(s), wing(s), floor(s), jobsite(s), and if the site had controlled entry by the Contractor or its subcontractor.
- iv. A description of the activities in which the Contractor employee of concern was engaged.
- v. Names of any TU faculty, staff, or students known or suspected to have interacted with the Contractor employee of concern.
- vi. For project job sites, actions intended to clean and disinfect affected jobsite areas and confirmation that Contractor has carried out those actions.

Emergencies and Additional Information

For all emergencies that occur on TU's Campus, contact emergency services at **410-704-4444**. Notify the Campus Department Host as soon as conditions allow. Follow all Contractor policies for injury/incident reporting. For safety questions, the Campus Department Host is the main point of contact.

Appendix 1

TU COVID-19 Symptom Monitoring Checklist

Do not check "yes" if a symptom is related to a long-term health condition.

	YES	NO
Temperature of 100.4F or higher		
Chills		
New onset cough		
Trouble breathing		
Sore throat		
Unusual sinus pain		
New loss of taste or smell		
Nausea or vomiting		
Headache		
Muscle or body aches		
Excessive fatigue		
Diarrhea		
Are you waiting for results of a COVID-19 test you had because you had symptoms or were exposed?		
Are you caring for someone with COVID- 19 or possible COVID-19 infection?		

Note: This symptom monitoring checklist is provided for information only. Contractors should not submit any employee health or symptom information to TU.