COMPETITIVE SIMPLIFIED PROCUREMENT
10/31/18

PROJECT TITLE: Snow Melt

PROJECT NUMBER: TU-1926

DESCRIPTION: Towson University is seeking a qualified Contractor that shall provide 50lb bags of magnesium chloride pellets in accordance with the scope of work.

DEADLINE FOR QUESTIONS: 11/13/18 @ 4:30 PM

BID DUE NO LATER THAN: 11/19/18 @ 2:00 PM. Late bids, late requests for modification, or requests for withdrawals will not be considered.

TENTATIVE DATE OF AWARD: 12/1/18

Issuing Office: *Campus Office Location
Procurement Department Procurement Department
Towson University Towson University
8000 York Road 7720 York Road, 4th Floor
Towson, MD 21252 Towson, MD 21204

DIRECT QUESTIONS TO: Michelle Compton, Procurement Officer Representative, via email: MLCompton@towson.edu or by Phone: (410) 704-2050.

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 http://www.towson.edu/parking/visitors/index.html for permit rates and information to support preparation of Bid/Price Proposal. Parking Transportation phone: (410) 704-7275. NOTE: INCLUDE PARKING FEES IN BID/PRICE PROPOSAL.

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: Upon award, successful Bidder must submit proof of automobile bodily injury liability insurance with limits of not less than $1,000,000 per person and $2,000,000 per accident, and property damage liability insurance with a limit of not less than $2,000,000 for each accident. Proof of workers compensation and commercial general liability coverage must also be provided. Information must be on ACORD certificate or company letterhead bearing signature of a company official, and include the carrier’s and agent’s names, policy number, effective date, and coverage amount, naming Towson University as additional insured.

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:
- Scope of Work
- Bid/Price Proposal Form
- Exhibit A1 – EH&S Requirements
- Exhibit F – Company Profile
- Exhibit K – Addenda Acknowledgement
- General Terms/Conditions for Simplified Acquisitions

BID SUBMITTALS: The following items should be submitted:
- Bid/Price Proposal Form
- Exhibit F
- Exhibit K (If applicable)

Prices quoted are valid for 90 days unless otherwise noted.

SUBMIT BIDS VIA E-MAIL OR HAND DELIVER (choose one method only):

- Hand Deliver (or use a courier) to the *Campus Office Location, or mail to the Issuing Office Location (you must allow extra time if you plan to mail your bid). Indicate on the outside of the envelope the solicitation/project number, bid due date, and bidder’s name and address.

- 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.
SCOPE OF WORK

1. INTRODUCTION:

Towson University is seeking qualified bidders to furnish and deliver 50lb bagged Magnesium Chloride Pellets in accordance with the specifications, terms and conditions.

2. CHEMICAL BREAK DOWN:

Magnesium Chloride hexahydrate 46.5-47.5% in weight, Other salts: between 3-5%, Water of Crystallization 48.5-50.5%, Melting point range 118°C (244°F), Solubility in Water: 167g/100g, Bulk Density 800-900 kg/ m3, Density 1.6g/ cm 3 (20°C), pH 8.2@ 10% Aqueous Solution, Decomposition temperature >160°C

3. SPECIFICATION – PACKAGING:

Pellet magnesium chloride deliveries will be in truckloads or less than truckloads of (50) fifty-lb. bags, plastic and palletized. All pallets should hold 45-50 bags per pallet and be wrapped and protected from weather, moisture and physical damage during delivery.

4. PRODUCT INFORMATION:

Product information, including manufacturer's name, name of the product, specification, product's environmental impact, materials safety data sheet (MSDS), handling, storage and application instruction must be submitted in the bid response, regardless of whether brand specific, or non-brand specific. Product should be pet and environmentally friendly. Product should work in -15°F temperature or below. Please provide the brand name and manufacturer information in the space provided in the Price Proposal. The University reserves the right to accept or reject, in its sole discretion.

5. SAMPLES:

Bidders may be required to submit a sample(s) for review, inspection, and testing. If the sample is found to be acceptable, it will become part of the first order. If the sample is found to be not acceptable, it shall be the bidders' responsibility to remove the sample from the University property within thirty (30) days; otherwise, the University will dispose of the sample. The University reserves the right to decide if samples are acceptable or unacceptable. The University's decision is final. Failure to provide sample(s) within five (5) days from request may disqualify your bid.

6. BID PRICES:

Bid prices shall be in US dollars and shall be inclusive of delivery and any other additional costs associated with the purchase. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges shall be built into your bid price at the time of the bid.

All quantities listed are estimates only and are not a guarantee of purchase. Orders will be phoned or emailed in on an "as needed" basis and shall be delivered within 3 days of the order being placed.
BID/PRICE PROPOSAL FORM

BIDDER’S NAME: 

PROJECT TITLE: Snow Melt

PROJECT NUMBER: TU-1926

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

Having carefully examined all of 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 the said documents for the entire work, all in strict accordance with the Contract Documents, for the sum of:

TOTAL COST OF PROJECT

BASE BID $ 

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Magnesium Chloride Pellets (Inclusive of all costs including delivery)</td>
<td>50 lb. bag</td>
<td>X 900</td>
<td></td>
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</table>

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 __________________________ Date Issued __________ Place of Issuance __________________________
(If Applicable)

Minority Business Enterprises:
The undersigned certifies that the Bidder:

_____ IS NOT a Certified Minority Business Enterprise.

_____ IS a Minority Business Enterprise (MBE), certified by the Maryland Department of Transportation, and assigned the following certification number:

(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.

Company Name: ________________________________

Address: ________________________________

__________________________________________

Phone/Fax No.: ________________________________

E-mail Address: ________________________________

Federal Tax ID Number: ________________________________

By: ____________________________________________

Signature of Officer or Authorized Agent

__________________________________________

Printed Name

__________________________________________

Title

Witness: ________________________________________
ENVIRONMENTAL HEALTH AND SAFETY REQUIREMENTS

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. 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 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 stormwater 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.

Exhibit A-1 (Rev 6/29/17) - gw/js/mlk
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 Education *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.
EXHIBIT F
COMPANY PROFILE

COMPANY NAME: ____________________________________________________________

DATE OF INCORPORATION: ___________ STATE OF INCORPORATION: ___________

TYPE OF WORK PERFORMED: __________________________________________________

__________________________________________________________________________

NUMBER OF YEARS IN BUSINESS: _____________________________________________

OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:

__________________________________________________________________________

TYPE OR ORGANIZATION: (I.E., CORP., PARTNERSHIP, INDIVIDUAL, JOINT VENTURE, OTHER):

__________________________________________________________________________

NAME OF PRINCIPAL(S) AND TITLE(S): _________________________________________

__________________________________________________________________________

__________________________________________________________________________

BRIEF HISTORY OF COMPANY: ______________________________________________

__________________________________________________________________________

TOTAL NUMBER OF EMPLOYEES: _____________________________________________

NUMBER OF FIELD EMPLOYEES (Excluding Supervisory): _________________________

NUMBER OF FIELD SUPERVISORY PERSONNEL: ________________________________

NUMBER OF OFFICE PERSONNEL (Excluding Supervisory): _______________________

NUMBER OF OFFICE SUPERVISORY PERSONNEL: _______________________________

BONDING CO.: ___________________ BONDING CAPACITY: _____________________
EXHIBIT K
ADDENDA ACKNOWLEDGMENT

NAME OF BIDDER: ____________________________________________________

SOLICITATION NUMBER: ____________________________________________

PROJECT TITLE: _____________________________________________________

DUE DATE: __________________________________________________________

ACKNOWLEDGMENT

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

Addendum #1, issue date ______________________________
Addendum #2, issue date ______________________________
Addendum #3, issue date ______________________________
Addendum #4, issue date ______________________________
Addendum #5, issue date ______________________________
Addendum #6, issue date ______________________________
Addendum #7, issue date ______________________________
Addendum #8, issue date ______________________________
Addendum #9, issue date ______________________________
Addendum #10, issue date ______________________________

_________________________________________  ___________________________
Signature                                           Printed Name

_________________________________________  ___________________________
Title                                              Company

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

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

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

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

.04 Delivery and Acceptance. Delivery shall be made in accordance with the instructions set forth in the contract documents and/or solicitation. The University, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The University unilaterally may order in writing the Contractor, to solicit or secure this agreement, and that it has not attempted to bribe, attempted bribery or conspiracy to bribe, nor has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

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

.06 Nondiscrimination in Employment. The Contractor agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment and to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause. Towson University's policies, programs, and activities comply with federal and state laws and University System of Maryland regulations prohibiting discrimination on the basis of race, color, religion, age, national origin, sex, disability, and sexual orientation.

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

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

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

.10 Registration. Pursuant to §7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston St., Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

.30 Payment of State Obligations. Payments to the Contractor pursuant to this contract shall be made no later than 30 days after the State’s receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public entities, as applicable, are prohibited.

.31 Software Contracts. As specifically provided by § 21-104, Commercial Law Article, Annotated Code of Maryland, the parties agree that this contract shall not be governed by the Uniform Computer Information Transactions Act (UCITA), Title 21 of the Commercial Law Article of the Annotated Code of Maryland, as amended from time to time. This contract shall be governed by the common law of Maryland relating to written agreements, as well as other statutory provisions, other than UCITA, which may apply, and shall be interpreted and enforced as if UCITA had never been adopted in Maryland.

Contractor agrees that as delivered to buyer, the software does not contain any program code, virus, worm, trap door, back door, timer or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically upon the occurrence of selected conditions, or manually on command of Contractor.

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

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

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

.33 I-9 Requirement Contractor warrants and represents that it is currently in compliance, and that during the term of this contract it will remain in compliance, with the Immigration Reform and Control Act of 1986, and that it will obtain original valid employment verification documentation from all its employees on a timely basis as required by law and regulation. This requirement also applies to all subcontractors hired by Contractor.

.34 Mandated Contractor Reporting of Suspected Child Abuse & Neglect. Maryland law contains mandatory reporting requirements for all individuals who suspect child abuse or neglect. Contractors performing work on campus also must comply with USM Board of Regents (BOR) VI-1.50 – Policy on the Reporting of Suspected Child Abuse & Neglect, as well as the University Procedures for Reporting Suspected Child Abuse and Neglect. The above-referenced USM/University Policy and Procedures are available in full at the following link: https://inside.towson.edu/generalcampus/tupolicies/documents/06-01.50%20Policy%20on%20the%20Reporting%20of%20Suspected%20Child%20Abuse%20and%20Neglect.pdf

and are incorporated herein. The University reserves the right to terminate the contract if Contractor fails to comply with the above-referenced policy or procedures, or if, in the judgment of the University, termination is necessary to protect the safety and welfare of children who come into contact with the University community.