NOTICE TO BIDDERS

SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve Procurement for which award will be limited to Certified Small Business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§ 14-501 - 14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract.

For the purposes of a Small Business Reserve Procurement, a small business is a business, other than a broker, that meets the following criteria:

- The business is independently owned and operated;
- The business is not a subsidiary of another business;
- The business is not dominant in its field of operation;
- The wholesale operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of $4,000,000 in its most recently completed 3 fiscal years;*
- The retail operations of the business did not employ more than 25 persons, and the gross sales of the business did not exceed an average of $3,000,000 in its most recently completed 3 fiscal years;*
- The manufacturing operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of $2,000,000 in its most recently completed 3 fiscal years;*
- The service operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of $10,000,000 in its most recently completed 3 fiscal years;* and
- The construction operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of $7,000,000 in its most recently completed 3 fiscal years.*
- The architectural and engineering services of the business did not employ more than 100 persons and the gross sales of the business did not exceed an average of $4,500,000 in its most recently completed 3 fiscal years.

* If a business has not existed for three years, the gross sales average shall be the average for each year or part of a year during which the business has been in existence.

Further information on the certification/registration process is available at e-Maryland Marketplace.
INVITATION FOR BIDS

10 WEST LIGHTING PROJECT

TU-1938-SBR

PROSPECTIVE BIDDERS/OFFERORS WHO OBTAINED THIS DOCUMENT FROM THE UNIVERSITY’S WEBSITE, E-MARYLAND MARKETPLACE, OR ANY SOURCE OTHER THAN THE PROCUREMENT OFFICER, SHOULD PROVIDE THEIR NAMES AND EMAIL ADDRESSES TO THE ISSUING OFFICE BY CONTACTING (410) 704-2171, TO ENSURE RECEIPT OF ADDENDA AND OTHER COMMUNICATIONS REGARDING THE SOLICITATION.

ISSUING OFFICE
PROCUREMENT DEPARTMENT
8000 YORK ROAD
TOWSON, MD 21252-0001

NOTE:
IF YOU PLAN TO HAND DELIVER YOUR BID/PROPOSAL OR USE AN OVERNIGHT COURIER, DELIVER THE BID TO THE PROCUREMENT OFFICE LOCATION TO ENSURE TIMELY DELIVERY.

PROCUREMENT OFFICE LOCATION
ADMINISTRATION BUILDING
7720 YORK ROAD, 4TH FLOOR
TOWSON, MD 21204

FREE 20-MIN. PARKING METERS ARE AVAILABLE NEAR THE 1ST-FLOOR BUILDING ENTRANCE

DIRECTIONS TO THE UNIVERSITY AND A CAMPUS MAP
http://www.towson.edu/maps/index.html

PARKING INFORMATION
http://www.towson.edu/parking/visitors/index.html

MINORITY BUSINESSES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION
KEY INFORMATION SUMMARY SHEET

Invitation for Bids (IFB)

10 West Lighting – TU-1938-SBR

IFB Issue Date: 1/11/19

IFB Issuing Office: Towson University Procurement Department

Procurement Officer Representative: Michelle Compton
Phone: 410-704-2050
Fax: 410-704-8233
e-mail: mlcompton@towson.edu

Procurement Office Location: Towson University
Procurement Department
Administration Building, 4th Floor
7720 York Road
Towson, MD 21204

Pre-Bid/Proposal Conference:
1/18/19 – 10:00 AM – 1st site visit immediately following Pre-Bid/Proposal Conference
Administration Building, Room 408

2nd Site Visit: 1/22/19 @ 9:00 AM
Meet on the 1st Floor Lobby of the Administration Bldg.

Note: One site visit is mandatory

Deadline for Questions: 02/01/19 – 4:30 PM

Bids Due: 02/06/19 – 2:00 PM
(public bid opening)
Administration Building, Room 408

Oral Presentations: N/A

Contract Term: 05/29/19 – 08/02/19

The University is committed to ensuring that persons with disabilities have equally effective opportunities to participate in and benefit from the University's programs and services. Persons who may require reasonable ADA accommodations should contact the Issuing Office at 410-704-2171 at least five (5) days prior to any meeting scheduled in connection with this solicitation.
UNIVERSITY SYSTEM OF MARYLAND
TOWSON UNIVERSITY
NOTICE TO BIDDERS/OFFERORS

To help improve the quality of bid and proposal solicitations and to make our procurement process more responsive and "business friendly," we ask that you provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your bid, proposal or "no bid," response, as the case may be. Thank you for your assistance.

Bid/Proposal Number: TU-1938-SBR Entitled: 10 West Lighting Project

I. If you have responded with a "no bid" please indicate the reasons below:

( ) Other commitments preclude our participation at this time.

( ) The subject of the solicitation is not something we normally provide.

( ) We are inexperienced in the work/commodities required.

( ) The specifications are either unclear or too restrictive (Explain below).

( ) The scope of work is beyond our current capacity.

( ) Doing business with Maryland Government agencies is simply too complicated (Explain below).

( ) We cannot be competitive (Explain below).

( ) Time allotted for completion of the bid/proposal response is insufficient.

( ) Startup time is insufficient.

( ) Bonding/Insurance requirements are prohibitive (Explain below).

( ) MBE requirements (Explain below).

( ) Bid/Proposal requirements (other than specifications or scope) are unreasonable or too risky (Explain below).

( ) Prior experience with Towson University contracts was unprofitable or otherwise unsatisfactory (Explain below).

( ) Payment schedule too slow.

( ) Other: ________________________________________________________________________________

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

Remarks: ________________________________________________________________________________

_______________________________________________________________________________________

Offeror Name: ________________________________________

Contact Person: ________________________________________

Signature: ___________________________ Date: ___________________________

Address: ________________________________________________________________

E-Mail: _________________________________________________________________

Telephone: ___________________________ Fax: _____________________________
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GENERAL CONDITIONS FOR CONSTRUCTION / MAINTENANCE CONTRACTS
SECTION I. PROCUREMENT OBJECTIVE

A. SUMMARY STATEMENT
Provide all labor, equipment and materials to perform lighting installation on 10 West.

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

C. PRE-BID CONFERENCE AND SITE VISIT
1. Prior to submitting its bid, each contractor is encouraged to attend the scheduled pre-bid conference to examine the facility and familiarize himself with the full nature and extent of the work to be done. They shall obtain for themselves all information that may be necessary for the satisfactory performance of the contract work and the cost thereof. It is the sole responsibility of the contractor to fully familiarize themselves with the areas involved and the extent of the services required by visual inspection. Failure to visit the site and become familiar with the conditions and requirements affecting the work will not relieve the successful contractor from the provisions of the contract and from completing the work for the consideration set forth.

2. Two (2) site visits are scheduled and listed on the Key Information Summary Sheet. Please note: in order to be considered for award one (1) site visit is mandatory.

3. Towson University is committed to ensuring that persons with disabilities are given an equally effective opportunity to participate in and benefit from the university's programs and services. Persons with disabilities who might need reasonable accommodations should contact the Procurement Department at least 72 hours before any meetings held in connection with this solicitation at (410) 704-2171.

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

E. SITE INVESTIGATION
By submitting a bid the vendor acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, and electric power. Any failure by the contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the cost of successfully performing the work. The University shall not be responsible for any conclusions or interpretations made by the contractor of the information made available by the University.
F. **INSURANCE**
Upon award, the successful bidder shall furnish certificates of insurance as required in Exhibit A, Required Contract Provisions, Section 51, naming Towson University as an additional insured. The certificate shall reflect the number and title of the solicitation/contract.

G. **BID SECURITY**
1. If the total Bid Price is $100,000.00 or more, each Bidder shall furnish with his bid price a "bid bond" (See Exhibit H) issued by a surety company licensed to issue bonds in the State of Maryland. The bond must be in an amount not less than five percent (5%) of the total amount of the base bid price and shall be in the form specified with the bid documents.

2. Certified checks, cash and other security in that amount are acceptable in lieu of a "bid bond", and shall be submitted with the Bid Price and subject to the same conditions as a bond.

3. Should the Bidder to whom the contract is awarded fail or be unable to execute the contract, for any reason, within ten (10) days after notification of award, then an amount equal to the difference between the accepted price, and that of the bidder to whom the award subsequently is made shall be paid to the University as liquidated damages.

4. The Bidder to whom a contract in excess of $100,000.00 is awarded also must furnish Performance and Payment Bonds (See Exhibits I and J), each in the amount of one hundred percent (100%) of the contract price, including executed Change Orders, in the form specified with the bid documents. These must be provided at the time of the signing of the contract and prior to the start of any work.

5. Bid Bonds remain in effect a minimum of ninety (90) days from the bid due date.

H. **BID DUE DATE**
Bids must be received at the Issuing Office by date and time indicated on the Key Information Summary Sheet. Requests for extensions will not be granted. Late bids, late requests for modification, or late requests for withdrawal will not be considered. Unless specifically requested, bids submitted by fax or other electronic devices will be rejected. It is recommended that bids be hand delivered.

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

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

K. **PROCUREMENT METHOD**
This solicitation shall be conducted in accordance with the provisions of the University System of Maryland (USM) Procurement Policies and Procedures. The procurement method is Competitive Sealed Bidding.
L. AWARD
The University will recommend for award a responsive bid from the responsible bidder submitting the most favorable evaluated bid price for the requirement(s) herein.

M. MULTIPLE BID OR ALTERNATE BIDS
Unless multiple or alternate bids are specifically requested in the solicitation, they will not be accepted.

N. MINORITY BUSINESSES ARE ENCOURAGED TO RESPOND

END OF SECTION I.
SECTION II. GENERAL INFORMATION FOR VENDORS

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

B. REVISIONS TO IFB
1. The University reserves the right to amend this solicitation at any time prior to the bid due date. If it becomes necessary to amend any part of this solicitation, the procurement officer will furnish addenda to all prospective bidders known to have received a copy of this IFB.

2. Each bidder shall acknowledge the receipt of all addenda issued by completing Exhibit K, Addendum Acknowledgment Form, and enclosing it with the bid.

C. PRE-BID MODIFICATION OR WITHDRAWAL OF OFFERS
Bids may be modified or withdrawn by written notice received at the Issuing Office before the bid opening date and time.

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

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

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

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

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

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

J. EXECUTION OF BIDS
Bids shall be typewritten or written legibly in ink, and signed in ink as follows, depending on the bidder’s form of business organization:

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

2. **Partnership and Joint Venture.** Submit the bid/price proposal form in the name of the partnership or joint venture. Clearly state the partnership name and the identity of each general partner, and execute all affidavits and certificates on behalf of the partnership, or on behalf of each general partner. No provision of any agreement among partners will be binding on the University unless it is disclosed in the Bidder’s proposal. Reasonable evidence satisfactory to the University of the authority of one partner to bind other purported partners is required. Include a copy of the partnership agreement, if one exists. If no partnership agreement exists, and if the number of general partners is reasonably small, each general partner should execute all required documents. At the University’s option, all general partners may be required to sign. Failure to present the University with satisfactory information concerning a purported partnership or joint venture may be grounds for bid rejection.

3. **Corporation.** An officer or authorized agent of the corporation shall sign with full name, indicate title, and include the name and address of the corporation. In the case of an authorized agent, enclose a letter from an officer of the corporation authorizing said individual to act on behalf of the corporation.

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

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

1. The contract executed by the parties and/or Purchase Order issued by the University;

2. The solicitation, including Exhibit A-2 Required Contract Provisions for Construction/Maintenance, and all other Exhibits; and

3. The bid, as submitted by bidder and accepted by the University.

No modifications to this order of precedence will be accepted.
M. REQUIRED CONTRACT PROVISIONS
Bids submitted, and contract(s) executed with the successful bidder, are subject to Exhibit A-2 and Exhibit A-1 (if applicable).

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

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

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

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

P. VENDOR ELECTRONIC FUNDS TRANSFER REGISTRATION
Contractors of the State are required to complete a COT/GAD Form X-10, Vendor Electronic Funds Transfer (EFT) Registration Request Form, for each new contract with a value greater than $200,000. Vendors must register for EFT by submitting a completed COT/GAD Form X-10 to the Comptroller’s General Accounting Division (GAD) or request an exemption from GAD. The revised form is on the Comptroller’s Web site at http://compnet.comp.state.md.us/General_Accounting_Division/Vendors/Electronic_Funds_Transfer/default.shtml

Q. RECIPROCAL PREFERENCE
While Maryland law does not authorize state agencies to favor resident bidders, other states grant preferences to their residents over Maryland businesses. Therefore, a resident business preference may be given to a Maryland firm if: A responsible bidder whose headquarters, principal base of operations, or principal site that will provide the services required by this IFB is located in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and the preference does not conflict with a Federal law or grant affecting the contract. The preference given shall be identical to the preference that the other state gives to its residents.
R. **NON-VISUAL ACCESS**
   The Contractor shall ensure compliance in any applicable contract with State of Maryland IT Non-Visual Access Standards. The standards should be incorporated to the fullest extent possible for information technology contracts. These standards/policies may be revised from time to time and the Contractor shall comply with all such revisions. The Non-visual Access Clause noted in COMAR 21.05.08.05 and referenced in the IFB is the basis for the standards that have been incorporated in the Maryland regulations.

S. **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](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.**

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

END OF SECTION II.
SECTION III. BID SUBMISSION REQUIREMENTS

A. ORGANIZATION OF BIDS
1. Bids must be submitted to the campus location of the Issuing Office not later than the date and time indicated on the Key Information Summary Sheet.

2. Submit one (1) clearly marked original and one (1) copy of each bid, in a sealed envelope. Indicate on the outside of the envelope the solicitation/project number, bid due date, and bidder’s name and address.

3. If technical data, product literature, or brochures are needed to supplement the bid, enclose those materials after the last required form.

4. Bids that are incomplete or that deviate from the format required in this section may be rejected.

B. SUBMITTAL REQUIREMENTS CHECKLIST - Each bid must include the following:

1. **BID/PRICE PROPOSAL FORM.** typewritten or completed in ink and executed in accordance with the requirements in Section II. Each alteration to the Bid Form must be initialed, in ink, by the signatory.

2. **Exhibit B, BID/PROPOSAL AFFIDAVIT,** typewritten or completed in ink and executed in accordance with the requirements in Section II.

3. **Exhibit F, COMPANY PROFILE**

4. **Exhibit G, FIRM EXPERIENCE.** Duplicate as necessary to furnish references for no less than three (3) comparable projects completed within the past five (5) years, or currently underway.

5. **Exhibit H, BID BOND**

6. **Exhibit K, ADDENDA ACKNOWLEDGMENT FORM.** Should one or more addenda be issued, each bidder must acknowledge receipt using this form, identifying each addendum by number and date, and signing the document.

7. **Exhibit L, KEY PERSONNEL FORM.** Provide the names of key personnel to be assigned to this project, if awarded, and a brief resume on each, including educational background, work experience with bidder, previous work experience with other firms, and specific experience similar to the current project.

C. EVIDENCE OF BIDDER RESPONSIBILITY
The University may require any bidder to furnish additional information regarding past performance, financial capacity, technical expertise, or other qualifications bearing on performance of the contract, and reserves the right to consider any information otherwise available, or to make such additional investigations as it deems necessary to confirm the responsibility of any bidder.
The Procurement Officer shall make purchases from, and award contracts, only to responsible contractors. In the absence of information clearly indicating that the prospective contractor is responsible, the Procurement Officer shall make a determination of non-responsibility.

END OF SECTION III.
SCOPE OF WORK
10 West Phase II Lighting Replacement

1. General
Towson University is seeking qualified vendors to provide and install lighting fixtures in 10 West. Each room indicated on the attached floor plans shall be provided with one (1) wall mounted light fixture.

2. Schedule:
Work should begin 5/29/2019 and shall be complete no later than 8/2/19.

3. Scope of Work:
The Contractor shall:

- Install all work per most current NEC code.
  - Install wall mounted light fixture in each room indicated on the attached floor plans.
- Install wall mounted lighting fixture:
  - Corelite, Model JW-WM-1L35-1D-UNV-SU-WA-4’
- Connect power to electric outlet located in each room as indicated on the attached floor plans.
  - Electric outlet to be outlet connected to wall switch located in each room. Contractor to verify outlet prior to installation.
- Route surface raceway on wall to light fixture from junction box.
  - Surface raceway to be one-piece steel, single channel surface raceway. Raceway and fittings shall meet UL5 specifications. Surface raceway to be ivory color. Surface raceway to be Legrand 700 series or approved equal.
- Provide junction/utility box fitting over each outlet to match provided raceway.
- Provide and install #12 THHN wiring routed within surface raceway.

4. Warranty:
Contractor shall warranty all labor and material for a period of two (2) years.

END
Existing Ceiling

New Wall Mounted Light Fixture. Install per manufacturer's recommendations.

Wiremold routed exposed on wall.

Horizontal run of surface raceway - approximately 2'-6"

Junction/utility box fitting installed over existing switch operated outlet.

Existing Floor

Wall Mounted Light Fixture Typical Detail
Not to Scale

Note:
Existing ceilings are 8'-0" AFF.
Drawing not to scale

Drawing Notes:

1 - Install wall mounted light fixture in room indicated. Refer to sketch and scope of work for additional details.
Drawing Notes:

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BID/PRICE PROPOSAL FORM

BIDDER’S NAME: ________________________________

PROJECT TITLE: 10 West Lighting Project

PROJECT NUMBER: TU-1938-SBR

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

Having carefully examined the solicitation documents, including all addenda acknowledged on Exhibit K attached hereto, 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 $ __________________________

Words __________________________
Numbers __________________________

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

Firm License Number ________ 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.

**INDIVIDUAL PRINCIPAL**

Firm Name: 

Address: 

Phone/Fax No.: 

E-mail Address: 

Federal Tax ID or Social Security No.

Witness:  

Signed:  

**CO-PARTNERSHIP PRINCIPAL**

Address: 

Phone/Fax No.: 

E-mail Address: 

Federal Tax ID or Social Security No.

In the Presence of

Witness:  

By:  

Witness:  

By:  

Witness:  

By:  

Partner  

**CORPORATE PRINCIPAL**

Name of Corporation

Address: 

Phone/Fax No.: 

E-mail Address: 

Federal Tax ID Number

By:  

Signature of Officer or Authorized Agent  
(Affix Corporate Seal)  

Printed Name  

Title

Witness:  

TOWSON UNIVERSITY  
TU- 1938-SBR – 10 West Lighting  
Bid/Price Proposal Form  
Revised 10/29/14 – LLS.mlk
EXHIBIT A-1
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. 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. 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 employees 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.
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 A-2
REQUIRED CONTRACT PROVISIONS
CONSTRUCTION AND MAINTENANCE

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

1. **Affirmation - Contingent Fees**
The Contractor shall submit with its bid/proposal a Procurement Affirmation regarding contingent fees in the form required by USM Procurement Policies and Procedures.

2. **Affirmation - Debarment**
The Contractor shall submit with its bid/proposal a Procurement Affirmation in the form required by USM Procurement Policies and Procedures.

3. **Affirmation Regarding Debarment of Related Entities**
The Contractor shall submit with its bid/proposal a Procurement Affirmation regarding debarment of related entities in the form required by USM Procurement Policies and Procedures.

4. **Affirmation - Non-Collusion**
The Contractor shall submit with its bid/proposal a Non-Collusion Affirmation in the form required by USM Procurement Policies and Procedures.

5. **Affirmation Regarding Bribery Convictions**
The offeror warrants that neither it nor any of its officer, directors, or partners not any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribe, attempted bribe, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribe, attempted bribe, or conspiracy to bribe under the laws of any state or the federal government.

The Contractor shall submit with its bid/proposal a Procurement Affirmation regarding bribery convictions in the form required by University System of Maryland (USM) Procurement Policies and Procedures.

6. **Affirmation Regarding Other Convictions**
The Contractor shall submit with its bid/proposal a Procurement Affirmation regarding other convictions in the form required by USM Procurement Policies and Procedures.

7. **Affirmation Regarding Sub-Contractors**
The Contractor shall submit with its bid/proposal a Procurement Affirmation regarding debarment of sub-contractors in the form required by USM Procurement Policies and Procedures.

8. **Affirmation - Drug and Alcohol Free Workplace**
The contractor warrants that the contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that the contractor shall remain in compliance throughout the term of this contract.

9. **Certification of Corporation Registration and Tax Payment**
The Contractor shall submit with its bid/proposal a Procurement Affirmation regarding certification of corporation registration and tax payment in the form required by USM Procurement Policies and Procedures.

10. **Affirmation - Financial Disclosure**
The Contractor shall submit with its bid/proposal a Financial Disclosure Affirmation in the form required by USM Procurement Policies and Procedures.

11. **Affirmation - Political Contribution Disclosure**
The Contractor shall submit with its bid/proposal a Political Contribution Disclosure Affirmation in the form required by USM Procurement Policies and Procedures.

12. **Contract Affidavit**
The successful bidder shall submit, prior to contract award, a Contract Affidavit in the form required by USM Procurement Policies and Procedures.

13. **Affirmative Action**
The Contractor and all subcontractors shall develop and maintain affirmative action plans directed at increasing the utilization of women and members of minority groups on State public works projects, pursuant to the Executive Order 11246 of the President of the United States of America and guidelines on Affirmative Action issued by the Equal Employment Opportunities Commission (EEOC) 29 C.F.R. part 1608 and the Governor of Maryland's Executive Order 01.01.1993.16.

14. **Amendments and Modifications**
The contract documents, as defined within the contract, constitute the entire agreement between the parties hereto. All other communications between the parties prior to execution of the contract, whether written or oral, with reference to the subject matter of the contract are superceded by the agreement contained therein. No amendment of this contract shall be binding unless in writing and signed by the parties. Amendments may not significantly change the scope of the contract.

15. **Civil Rights Act of 1964**
Contractors providing materials, equipment, supplies or services to the State under the contract herewith assure the State that they are conforming to the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1988, the Civil Rights Act of 1991, and Section 202 of Executive Order 11246 of the President of the United States of America as amended by Executive Order 11375, as applicable.

16. **Compliance with Laws**
The Contractor hereby represents and warrants that:

a. It is qualified to do business in the State of Maryland, and that it will take such action, as from time to time hereafter, may be necessary to remain so qualified;

b. It is not in arrears with respect to the payment of any monies and owing the State of Maryland, or any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract;

c. It shall comply with all federal, State and local laws, ordinances applicable to its activities and obligations under the contract; and;
d. It shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any, necessary to the performance of its obligations under the contract.

17. Compensation and Method of Payment
Contractor agrees to include on the face of all invoices billed to the University, its Taxpayer Identification Number, which is the Social Security Number for individuals and sale proprietors and the Federal Employee Identification Number for all other types of organizations.

18. Confidentiality; dissemination of Information
Contractor shall not release any information related to services or performance of the services under this Contract, nor publish any final reports or documents without the prior written approval of the University. Contractor shall indemnify and hold harmless the State and the University, its officers, agents and employees from all harm which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, of any information, data, documents, or materials pertaining in any way to this Contract by Contractor, its agents or employees.

19. Conflict of Interest Law
It is unlawful for any State officer, employee, or agent to participate personally in his official capacity through decision, approval, disapproval, recommendation, advice, or investigation in any contract or other matter in which he, his spouse, parent, child, brother, or sister has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee, or agent has previously complied with the provisions of State Government Article §§ 15-501 et seq. of the Annotated Code of Maryland.

20. Contract Modifications and Changes
a. The procurement officer unilaterally may, at any time, without notice to the sureties, if any, by written order designed or indicated to be a change order, make any change in work within the general scope of the contract, including but not limited to changes:

1) In the specifications (including drawings and designs);
2) In the method or manner of performance of the work;
3) In the State-furnished facilities, equipment, materials, services, or site; or
4) Directing acceleration in the performance of the work.

b. Any other written order or an oral order, including a direction, instruction, interpretation or determination, from the procurement officer that causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the procurement officer written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.

c. Except as herein provided, no order, statement, or conduct of the procurement officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

d. Subject to paragraph f., if any change under this clause causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change under (b.) above shall be allowed for any costs incurred more than 20 days before the Contractor gives written notice as therein required; and provided further, that in the case of defective specifications for which the State is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.

e. If the Contractor intends to assert a claim for an equitable adjustment under this clause, he shall, within 30 days after receipt of a written change order under a. above or the furnishing or written notice under b. above, submit to the procurement officer a written statement hereunder may be included in the notice under b. above.

f. Each contract modification or change order that affects contract price shall be subject to the prior written approval of the procurement officer and other appropriate authorities and to prior certification of the appropriate fiscal authority of fund availability and the effect of the modification or change order on the project budget or the total construction cost. If, according to the certification of the fiscal authority, the contract modification or change order will cause an increase in cost that will exceed budgeted and available funds, the modification or change order may not be made unless sufficient additional funds are made available or the scope of the project is adjusted to permit its completion within the project budget.

g. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under the contract.

21. Contractor’s On-Site Representative
The Contractor is required to maintain on site at all times when the work is in progress on this project an individual who represents the Contractor, is responsible for the entire project, and can communicate in English with the University’s representative.

22. Contractor’s Invoices
Contractor shall include its Taxpayer Identification Number on the face of each invoice billed to the University. If a Purchase Order document is issued, the Purchase Order Number must be included.

23. Cooperation with University and State Representatives
Before any of the work shall begin, the Contractor shall confer with the University’s representative at the site and agree on a sequence of procedure, means of access to the premises, space for storage of materials and equipment, use of approaches, use of facilities, etc.

24. Cost and Price Certification
The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

a. A negotiated contract, if the total contract price is expected to exceed $100,000 or a smaller amount set by the procurement officer; or
b. A change order or contract modification, expected to exceed $100,000 or a smaller amount set by the procurement officer.

c. The price under this contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

25. Default Delay and Time Extension
Termination for Default — Damages for Delay — Time Extensions

(1) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the State may, by written notice to the Contractor, terminate his right to proceed with the work or the part of the work as to which there has been delay. In this event the State may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and
utilize in completing the work the materials, appliances, and plant as may be on the site of the work and necessary therefor. Whether or not the Contractor’s right to proceed with the work is terminated, he and his sureties shall be liable for any damage to the State resulting from his refusal or failure to complete the work within the specified time.

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

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

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

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

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

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

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

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

26. Delivery and Acceptance
Delivery shall be made in accordance with the specifications. The University reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The materials listed in the specifications shall be delivered FOB the point or points specified prior to or on the date specified in the solicitation. Any material that is defective or fails to meet the terms of the specifications may be rejected. Rejected materials shall be promptly replaced. The State reserves the right to purchase replacement materials in the open market. Vendors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

27. Disputes
a. This contract is subject to the USM Procurement Policies and Procedures.

b. Except as otherwise provided in this contract or by law, all disputes arising under or as a result of a breach of this contract that are not disposed of by mutual agreement shall be resolved in accordance with this clause.

c. As used herein, claim means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this clause.

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

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

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

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

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

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

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

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

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

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

k. Contractor may file a written appeal with the Maryland State Board of Contract Appeals within 30 days of receipt of notice of the decision.
26. Dissemination of Information
a. During the term of the contract, the Contractor shall not release any information related to the services or performance of the services under the contract nor publish any final reports or documents without the prior written approval of the University.

b. The Contractor shall indemnify and hold harmless the State and the University, its officers, agents and employees, from all liability 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 the contract by the Contractor, its agents or employees.

27. 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.

30. 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.

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.

28. Incorporation by Reference
The terms of this solicitation and any amendments thereto are made a part of this Contract.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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) Owner’s, Landlord’s and Tenant’s and Contractor’s bodily injury liability insurance, with limits of not less than $500,000 for each person and $2,000,000 for each accident.

(4) Property damage liability insurance with a limit of not less than $2,000,000 for each accident.

(5) If automotive equipment is used in the operation, automobile bodily injury liability insurance with limits of not less than $1,000,000 for each person and $2,000,000 for each accident, and property damage liability insurance, with a limit of not less than $2,000,000 for each accident.

(6) Each policy for liability protection, bodily injury or property damage must specifically name, on its face, the University System of Maryland 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(6) 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.

38. Fire and Extended Coverage Insurance

a. Contractor shall carry, at its own expense, builder’s risk insurance for the full contract amount, insuring against the perils of fire, lightning, extended coverage vandalism, and malicious mischief subject only to the minimum standard deductible currently filed by the Insurance Service Office with the State of Maryland Insurance Department. The University will provide no coverage during the construction period.

b. The builder’s risk policy shall contain endorsements reading as follows:

(1) It is the intent of this insurance to cover specifically all the Work being done under the Contract between the insureds, and as to such Work this policy shall be primary insurance and shall not contribute or claim contribution from any other insurance being carried which, by its terms, would also cover the property covered hereunder in the absence of this insurance.

(2) Coverage afforded under this policy will not be canceled until at least fifteen (15) days prior written notice has been given to the Procurement Officer.

c. Certificates of insurance shall be submitted to the Procurement Officer for review and approval prior to commencement of work, and shall be held for the duration of the contract. The University shall have the absolute right to terminate the contract if the policy of insurance is canceled at any time for any reason and a new policy is not obtained by Contractor and approved by the Procurement Officer.

d. The above insurance shall remain in full force and effect until such time as the University shall fully accept the work covered by this contract.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

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

52. 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.

53. 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.

54. 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.

55. 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.
56. 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.

57. 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.

58. 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.

59. 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.

60. 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.

61. 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 (9%) 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).

62. 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.

63. 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.

64. 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.

65. 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.

66. 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.
67. 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.

68. 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."

69. 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.

70. 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.
EXHIBIT B
BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I am the (title) ____________________________ and the duly authorized representative of (business) ____________________________ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and current positions and responsibilities with the business):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

C. AFFIRMATION REGARDING OTHER CONVICTIONS RETAINED

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:
   (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
   (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1) - (5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1) — (8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (indicate reasons why the affirmations cannot be given without qualification):


F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

H. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT: Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

I. CONTINGENT FEES

I FURTHER AFFIRM THAT: The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on making of the Contract.

J. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned bidder or offeror certifies that, in accordance with State Finance & Procurement Article, §17-705:

   (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and

   (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.
(2) The undersigned bidder or offeror is unable to make the above certification regarding its investment activities in Iran due to the following activities:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

K. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT: This Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: ______________________

By: _______________________

(Print Name of Authorized Representative and Affiant)

(Signature of Authorized Representative and Affiant)

(Title of Authorized Representative and Affiant)
EXHIBIT C
CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the ________________________________ (title) and the duly authorized representative of ________________________________ (business) and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT: The business named above is a (X applicable items):

(1)  Corporation  domestic (i.e., organized in Maryland) or foreign;
(2)  Limited Liability Co.  domestic or foreign;
(3)  Partnership  domestic or foreign;
(4)  Statutory Trust  domestic or foreign;
(5)  Sole Proprietorship

and is registered or qualified as required under Maryland Law

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number: ________________________________

Address: ________________________________

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: ________________________________

Address: ________________________________

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT: I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.
D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT: I am aware of, and the above business will comply with, Election Law Article, §§14-101 through 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State valued at $200,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of $500 made during the reporting period to a candidate for elective office in any primary or general election.

E. DRUG AND ALCOHOL FREE WORKPLACE

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

   (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

   (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business's workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

   (c) Prohibit its employees from working under the influence of drugs or alcohol;

   (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

   (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

   (f) Establish drug and alcohol abuse awareness programs to inform its employees about:

      (i) The dangers of drug and alcohol abuse in the workplace;

      (ii) The business’s policy of maintaining a drug and alcohol free workplace;

      (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

      (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

   (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §(2)(b), above;

   (h) Notify its employees in the statement required by §(2)(b) above, that as a condition of continued employment on the contract, the employee shall:

      (i) Abide by the terms of the statement; and

      (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

   (i) Notify the procurement officer within 10 days after receiving notice under §(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

   (j) Within 30 days after receiving notice under §(2)(h)(ii) above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §(2)(a) through (j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated __________, 20__ and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE: ____________________________________

BY: ___________________________________________________________________

(Printed Name and Title of Authorized Representative and Affiant)

________________________________________________________________________

(Signature of Authorized Representative and Affiant)
EXHIBIT D
SAMPLE AGREEMENT

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.

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.
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 G
FIRM EXPERIENCE

Duplicate as necessary to provide all required experience.

PROPOSER: __________________________

PROJECT NAME: ______________________

PROJECT DOLLAR SIZE: __________________

START DATE: __________________________

COMPLETION DATE: _____________________

CLIENT/CUSTOMER: ______________________

ADDRESS: ______________________________

CONTACT PERSON: ________________________

TELEPHONE NUMBER: _____________________

FAX NUMBER: ____________________________

EMAIL: _________________________________

PROJECT MANAGER: _____________________

BRIEF, BUT DETAILED DESCRIPTION OF THE PROJECT:

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

SIMILARITIES BETWEEN THIS PROJECT AND TU PROJECT:

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________
EXHIBIT H
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, __________________________, (Bidding Company) as Principal, hereinafter called the Principal, and __________________________, (Bonding Company) a corporation duly organized under the laws of the State of __________, as Surety, hereinafter called the Surety, are held and firmly bound unto the State of Maryland, hereinafter called “State,” for the sum of ____________________ Dollars (or $ ____________________), for the payment of which sum, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for __________________________

(Identify project by number and brief description)

NOW, THEREFORE, if the Principal, upon acceptance by the State of its bid identified above, within the period specified therein for acceptance (ninety (90) days, if no period is specified), shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the State the difference not to exceed the penalty hereof between the amount specified in the Principal’s bid and such larger amount for which the State may in good faith contract with another party to perform the work covered by said bid, then the above obligation shall be void and of no effect.

The Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the State, notice of which extension(s) to the Surety being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than ninety (90) calendar days in addition to the period originally allowed for acceptance of the bid.

In Presence of:
Witness

__________________________ as to

__________________________

Individual Principal

(Name)

(SEAL)

__________________________ as to

__________________________

Partnership Principal

(Name)

(SEAL)

__________________________ as to

By: ________________________

Partner

(SEAL)

__________________________ as to

By: ________________________

Partner

(SEAL)

__________________________ as to

By: ________________________

Partner

(SEAL)

Attest:

Corporate Principal

__________________________

(Name of Corporation)
By: ____________________________

President

SEAL

Attest:

(Surety)

AFFIX

By: ____________________________

Attorney-in-fact

SEAL

CORPORATE Secretary

Bonding Agents Name _________________________

Agent’s Address ____________________________

Approved as to form and legal sufficiency

this _____ day of _________________________, 20_____
EXHIBIT I
PERFORMANCE BOND

Principal

Business Address of Principal

Surety

Obligee

STATE OF MARYLAND

By and through the following Administration

TOWSON UNIVERSITY

Penal Sum of Bond (express in words and figures)

Description of Contract

Date of Contract

Date Bond Executed

Contract Number

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized to do business in Maryland, and having business addresses as shown above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State of Maryland, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as “the Contract.”

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions contained in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of
the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation’s name to be set forth below, a duly authorized representative of the corporation to affix below the corporation’s seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of:
Witness Individual Principal

________________________________________ as to __________________________________ (SEAL)

In Presence of:
Witness Co-Partnership Principal

________________________________________ as to ________________ (SEAL)

________________________________________ as to ________________ (SEAL)

________________________________________ as to ________________ (SEAL)

Corporate Principal

Attest: Name of Corporation

________________________________________ By: ___________________________ AFFIX CORPORATE SEAL

Corporate Secretary President with Title

________________________________________

Surety

________________________________________ By: ___________________________ AFFIX CORPORATE SEAL

Attest: Title:

________________________________________

Signature

Bonding Agent’s Name: ____________________ Business Address of Surety

Agent’s Address: __________________________

Approved as to legal form and sufficiency this _____ day of __________, 20__

________________________________________________________________________

Director of Procurement
Exhibit J
PAYMENT BOND

Principal

Business Address of Principal

Surety

Obligee

STATE OF MARYLAND
a corporation of the State of
and authorized to do business in the State of Maryland

By and through the following Administration
TOWSON UNIVERSITY

Penal Sum of Bond (express in words and figures)

Description of Contract

Date of Contract

Date Bond Executed

Contract Number

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished, supplied and reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined to be any and all of those persons supplying labor and materials (including lessors of the equipment to the extent of the fair market value to be thereof) to the Principal or its subcontractors and subcontractors in the prosecution of the work provided for in the Contract, entitled to the protection provided by Section 9-113 of the Real Property Article of the Annotated Code of Maryland, as from time to time amended.

2. The above named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full may, pursuant to and when in compliance with the provisions of the aforesaid Section 9-113, sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.
The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Payment Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to the Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Payment Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of:
Witness

In Presence of:
Witness

Individual Principal

Co-Partnership Principal

Corporate Principal

Attest:
Corporate Secretary

Name of Corporation

Surety

Attest:
Signature

Bonding Agent's Name:

Agent's Address:

Approved as to legal form and sufficiency this _____ day of ________, 20____

Director of Procurement
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
EXHIBIT L
KEY PERSONNEL FORM

SOLICITATION/CONTRACT TITLE: __________________________________________________________

SOLICITATION/CONTRACT NUMBER: ______________________________________________________

1. BIDDER/OFFEROR NAME: _____________________________________________________________

2. KEY PERSONNEL NAME: ______________________________________________________________

3. POSITION TO BE ASSIGNED: Check applicable
   _____Project Manager          _____Other. Title ____________________________________________
   _____Field Superintendent

4. EDUCATIONAL BACKGROUND:

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

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

   5.1 CURRENT EMPLOYER: ______________________________________________________________

       DATES OF EMPLOYMENT: ___________________________________________________________

       POSITION(S) HELD ________________________________________________________________
       DURATION BY DATE
       ________________________________ ________________________________
       ________________________________ ________________________________

   5.2 PRIOR EMPLOYER: ________________________________________________________________

       DATES OF EMPLOYMENT: ___________________________________________________________

       POSITION(S) HELD ________________________________________________________________
       DURATION BY DATE
       ________________________________ ________________________________
       ________________________________ ________________________________

NOTE: If space provided is insufficient, attach additional page(s) and indicate “See attached.”
CONTRACT NAME ____________________________________________

CONTRACT NUMBER ________________________________________

EXHIBIT L - KEY PERSONNEL FORM

5.3 PRIOR EMPLOYER: _______________________________________

DATES OF EMPLOYMENT: ______________________________________

POSITION(S) HELD DURATION BY DATE

__________________________________________

__________________________________________

6. PROJECT REFERENCES. Furnish reference data for project owners/clients for specific projects to which key personnel were assigned. References from projects listed on Attachment A are preferred.

6.1 CONTACT PERSON: ______________________ TELEPHONE #: ______________

COMPANY NAME: ____________________________________________

EMAIL ADDRESS: ____________________________________________

DESCRIPTION OF CONTRACT/PROJECT: ________________________

6.2 CONTACT PERSON: ______________________ TELEPHONE #: ______________

COMPANY NAME: ____________________________________________

EMAIL ADDRESS: ____________________________________________

DESCRIPTION OF CONTRACT/PROJECT: ________________________

6.3 CONTACT PERSON: ______________________ TELEPHONE #: ______________

COMPANY NAME: ____________________________________________

EMAIL ADDRESS: ____________________________________________

DESCRIPTION OF CONTRACT/PROJECT DONE: ____________________

7. ACHIEVEMENTS/OTHER NOTATIONS (Optional):

_________________________________________________________________

_________________________________________________________________

8. SIMILAR PROJECT/CONTRACT EXPERIENCE. Complete a separate *Attachment A to Key Personnel Form* for all key personnel proposed. At a minimum, include Project Manager and, if applicable, Field Superintendent(s). **List at least three (3) prior projects for each.**

NOTE: If space provided is insufficient, attach additional page(s) and indicate “See attached.”
8. SIMILAR PROJECT/CONTRACT EXPERIENCE

KEY PERSONNEL NAME: _______________________________ BIDDER OFFEROR NAME: _______________________________

ROLE TO BE ASSIGNED (check one): PROJECT MANAGER _____ FIELD SUPERINTENDENT _____ OTHER ______ Title: __________________________

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Note: List a minimum of three (3) projects for all key personnel proposed.
General Conditions for
Construction and Maintenance Contracts

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SECTION 1 - DEFINITIONS AND RESPONSIBILITIES

1.01 DEFINITIONS

A. "Contract." The written agreement executed between the University and Contractor, covering performance of the work and furnishing of labor, services, equipment, and materials, and by which Contractor is bound to perform the work and furnish the labor, services, equipment and materials, and by which the University is obligated to compensate Contractor at the established and accepted rate or price. The contract documents shall include the proposal, contract forms and bonds, general conditions, specifications, addenda, supplemental specifications, all special provisions, all technical provisions, all plans, and notice to proceed; also any written change orders and supplemental agreements that are required to complete the work in an acceptable manner, including authorized extensions thereof.

B. "Contractor." The person or organization having a direct contractual relationship with the University for execution of the Work. If Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable under the Contract.

C. "Contract Time and Completion Date." The number of working or calendar days shown in the proposal indicating the time allowed for the completion of the work contemplated in the contract. In case a calendar date of completion is shown in the proposal, in lieu of the number of working or calendar days, such work shall be completed on or before that calendar date.

D. "Day." Means calendar day unless otherwise designated.

E. "Towson University" or "the University." Refers to Towson University, an agency and instrumentality of the State of Maryland. In particular, the University refers to the campus or administrative unit of the University or its authorized representative that issues information relative to a particular transaction.

F. "Notice to Proceed." A written notice to Contractor of the date on or before which it shall begin the prosecution of the work to be done under the Contract.

G. "Procurement Officer." The person identified at the work initiation conference and designated by the University to make decisions with respect to administration of the work.

H. "Repair." Where used in the Contract documents repair shall mean to restore after injury, deterioration, or wear; to mend, to renovate by such means as appropriate, and to supply such materials and labor as necessary to render the item to be repaired sound, solid, true, plumb, square, even, smooth and fully serviceable. Upon completion, such repair must be, unless otherwise stated, rendered to such condition as to present a first-class finished work, or in instances where the repaired item serves as a base for additional finish, the repaired work must be such as to permit a first-class finish, to be applied without extra cost to the University. When the word "repair" is used in connection with machinery or mechanical equipment it shall mean, in addition to the above, rendering the equipment completely serviceable and efficient, ready for normal use for which it was intended originally.
I. “Owner” or “State” or “University.” The State of Maryland acts only through its Board of Public Works. No action or representation is binding upon the State or Towson University unless it is made by, ratified by, or delegated by the Board of Public Works. Actions or representations made by the University staff do not bind the State or the University unless so provided in law.

J. “Subcontractor.” As employed herein includes only those having a direct contract with the Contractor. It includes one who furnishes material worked to a special design according to the plans and specifications for the Work, but excludes one who merely furnishes material not so worked.

K. "Supplemental Agreement." A written agreement covering added or changed work which is beyond the scope of the contract and the changes clause. A supplemental agreement becomes a part of the contract when approved and properly executed by all parties to the contract.

L. "Surety." The corporate body bound with and for Contractor for the full and complete performance of the Contract and payment of all debts pertaining to the Work.

M. "Work." Work shall be understood to mean the furnishing of all labor, materials, equipment, services, utilities and other incidentals necessary to successful completion of the project and all the duties and obligations imposed upon Contractor by the Contract.

N. “Written Notice.” Shall be deemed to have been duly served if delivered in person to the individual or to the member of the firm or to an office of the corporation to whom it is intended, or if delivered to or sent by registered mail, to the last business address known to him who gives notice.

1.02 OWNER RESPONSIBILITIES

A. To the best of its abilities, the University will provide all relevant information relating to the project’s buildings, structures, and their nearby utility infrastructure, including underground utilities. This information is not guaranteed to be accurate, however, and must be field verified by the Contractor through inspection, investigation, utility locating, etc. MISS UTILITY will not locate underground utilities on University property.

B. Information or services under the Owner's control shall be furnished by the University with reasonable promptness to avoid delay in the orderly progress of the Work.

1.03 CONTRACTOR RESPONSIBILITIES

A. Contractor shall supervise and direct the work using his best skill and attention, and shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract.

B. Contractor shall be responsible to the University for the acts and omissions of Contractor employees, subcontractors and their agents and employees, and other persons performing any of the Work under the Contract.
C. Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents by inspections, tests, or approvals required or performed by persons other than Contractor.

D. Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.

E. Contractor shall design and coordinate its installation with sensitivity to aesthetics, particularly where exterior systems or components must be installed in a prominent location. The University has the right to reject or amend intended installations that are not considered within the intent of this guidance.

F. Cutting and Patching of Work

1. Contractor shall be responsible for all cutting, fitting, or patching that may be required to complete the Work or to make its several parts fit together properly in a workmanlike manner. Contractor shall clearly show on his installation drawings the locations proposed to be cut, penetrated, or otherwise altered, and provide details as to their final closure or condition.

2. Contractor shall not damage or endanger any portion of the Work or the work of the University or any separate contractors by cutting, patching or otherwise altering any work or by excavation. Contractor shall not cut or otherwise alter the work of the University or any separate contractor except with the written consent of the University and of such separate contractor. Contractor shall not unreasonably withhold from the University or any separate contractor its consent to cutting or otherwise altering the Work.

G. Indemnification

1. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the University, the State of Maryland, Baltimore County, (if requested by the University), and their agents and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, or loss or expense: (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any one of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise exist as to any party or person described in this paragraph.

2. In any and all claims against the University or the State of Maryland or any of their agents or employees by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or
type of damages, compensation, or benefits payable by or for Contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

H. Security

1. Doors to the work areas and/or buildings shall be kept locked before, during and after normal work hours, except as necessary to provide reasonable access to the Work.

2. Contractor will provide, when necessary, temporary closures at door, window, and louver openings to secure the area and building from theft, damage, and weather.

3. Contractor shall be responsible for the security of the work area, and security deficiencies in the work area shall be immediately corrected as required by the University.

4. The TU Project Manager may, at his/her discretion, issue keys or access cards to Contractor for the duration of the job or require Contractor to sign out keys/cards at Facilities Management’s Work Control Office on a daily basis. Contractor must request access to other areas through the TU Project Manager. At closeout, Contractor must return all keys or access cards to the TU Project Manager. Contractor will be held responsible for all expenses related to the replacement of lost keys and all lock cylinders that can be opened with lost keys.

SECTION 2 - CONTRACT DOCUMENTS

2.01 CONTRACT DOCUMENTS

A. The Contract Documents are complementary unless specified otherwise in the solicitation notice; that which is called for by any one document shall be as binding as if called for by all.

1. Intent of the documents is to include all work necessary for proper completion of the project, ready for continual efficient operation. It is not intended, however, to include any work not properly inferable.

2. Clarification. Contractor shall obtain clarification of all questions as to intent of the Contract Documents, or any conflict between two or more items in the Contract Documents. If Contractor fails to obtain such clarification, University may direct that the Work proceed by any method indicated, specified, or required by the Contract Documents in the interest of maintaining the best construction practice, and such direction shall not constitute the basis of Contractor claims for extra costs.

3. Jargon. Work described in words that have a well-known technical or trade meaning shall be held to refer to such recognized standard use.
B. University-Provided Drawings. All University-provided drawings are given for general information only. These drawings reflect the as-built conditions of the buildings/structure and the campus infrastructure to the best of the University’s knowledge. The University cannot guarantee the accuracy of this information. Contractor shall inspect, investigate, and verify all field conditions prior to submission of its proposal.

C. Contractor Drawings. Contractor shall do no work without proper drawings and/or instructions that have been approved by the University. Drawings in general shall be drawn to scale and symbols used to indicate materials and architectural, structural, mechanical, and electrical requirements. Contractor shall keep on the job site a complete set of all drawings, specifications, shop drawings, schedules, etc., in good order and available to the University.

D. Dimensions. Contractor shall carefully check all dimensions prior to execution of the particular work affected and, if inaccuracies or discrepancies are found, consult the University prior to any construction or demolition. Dimensions for items to be fitted into constructed conditions at the job will be taken at the job and will be the responsibility of Contractor. The obvious intent of the documents, and obvious requirements dictated by conditions existing or being constructed, supersedes dimensions or notes that may be in conflict therewith. Whenever a stock size manufactured item or piece of equipment is specified by its normal size, it is Contractor’s responsibility to determine the actual space requirements for setting or entrance to the setting space. No extra will be allowed by reason of work requiring adjustments in order to accommodate a particular item of equipment.

2.02 SHOP DRAWINGS

A. Contractor shall submit for approval shop drawings, including setting drawings, and schedules as required by the University for the work of the various trades. These drawings shall be prepared in conformity with the best practice and standards for the trade concerned, with due regard for speed and economy of fabrication and erection.

B. All shop drawings must show the name of the project and the University contract number.

C. Size of Drawings. All shop drawings and details submitted for approval shall be printed on 24” x 36” drawing sheets or larger. Shop detail supplied on letter size (8 1/2” x 11”) sheets are acceptable for schedules and small details. An electronic copy is also required.

D. Items For Which Shop Drawings Will Be Required. Shop drawings are required for all items specifically fabricated for the Work, or when assembly of several items is required for a working unit. They must also be provided showing all points of connection, fastening, anchorage, cutting, penetrating, altering, etc. of any existing surfaces.

E. Copies Required. Contractor shall supply two (2) paper copies for the University’s Office of Facilities Management, in addition to such copies as Contractor may desire to be returned for its own use. An electronic copy shall also be submitted.
F. **Examination and Approval.** The University will examine shop drawings with reasonable promptness, noting desired corrections or granting approval or rejecting them.

G. **Field Dimensions and Conditions.** Contractor is solely responsible for the check of dimensions or existing conditions in the field.

H. **Resubmission.** When the University notes corrections or rejects shop drawings, Contractor shall resubmit with corrective changes.

**SECTION 3 - SCOPE OF WORK**

3.01 **INTENT OF THE CONTRACT DOCUMENTS**

It is the intent of the Contract Documents to show all of the work necessary to complete the project.

3.02 **GENERAL CONDITIONS CONTROLLING**

In event of a conflict between these General Conditions and any other provision of the Contract Documents, these General Conditions shall prevail unless such other provision expressly provides to the contrary.

3.03 **DIFFERING SITE CONDITIONS**

A. Contractor shall promptly, and before such conditions are disturbed, notify the Procurement Officer in writing of: (1) Subsurface or latent physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The Procurement Officer shall promptly investigate the conditions, and if he finds that such conditions materially differ and cause an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

B. No claim by Contractor under this clause shall be allowed unless Contractor has given the notice required in A. above, provided, however, the time prescribed therefore may be extended by the University.

3.04 **SITE INVESTIGATION**

Contractor acknowledges that it has investigated and satisfied itself 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. Contractor further acknowledges that it has satisfied itself as to the character, quality and quantity of surface 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 Contractor to acquaint itself with the available information will not relieve it of responsibility for estimating properly the difficulty of cost of successfully performing this work. The University assumes no responsibility for any conclusions or interpretations made by Contractor on the basis of the information made available by the University.

3.05 CONDITIONS AFFECTING THE WORK

Contractor shall be responsible for taking steps reasonably necessary to ascertain the nature and location of the work or the cost thereof. Any failure by Contractor to do so will not relieve it of responsibility for successfully performing the work without additional expense to the University. Contractor agrees not to place any credence in any understanding or representation concerning conditions made by any University employee or agent prior to the execution of this contract, unless such understanding or representation is expressly stated in the contract.

3.06 CHANGES IN THE WORK [Intentionally omitted; see Exhibit A-2, Section 20]

SECTION 4 - CONTROL OF THE WORK

4.01 CONFORMITY WITH CONTRACT REQUIREMENTS

All work performed and all materials furnished shall be in conformity with the contract requirements.

4.02 ADJACENT WORK

A. The University shall have the right, at any time, to contract for and/or perform other work on, near, over, or under the work covered by this contract. In addition, other work may be performed under the jurisdiction of another state agency. Contractor shall cooperate fully with such other contractors and carefully fit its own work to such other work as may be directed by the University.

B. Contractor agrees that in event of dispute as to cooperation or coordination with adjacent contractors, the decision of the University will be binding. Contractor agrees to make no claims against the University or the State of Maryland for any inconvenience, delay, or loss attributable to the presence and operations of other contractors.

4.03 CONTROL BY THE CONTRACTOR

Contractor shall constantly maintain efficient supervision of the Work, using its best skill and coordinating ability. It shall carefully study and compare all drawings, specifications, and other instructions, and check them against conditions existing or being constructed on the project, and at once report any error, inconsistency, or omission discovered.

4.04 COOPERATION WITH UTILITIES

A. It is understood and agreed that Contractor has considered in its price all of the permanent and temporary utility appurtenances in their present or relocated
positions, and that no additional compensation will be allowed for normal delays, inconvenience, or damage sustained by him due to any interference, from the said utility appurtenances, the operation of moving them, or the making of new connections thereto if required by the contract documents.

B. Contractor shall be responsible for notifying all affected utility companies prior to performing any work on their utilities, and shall cooperate with them in achieving the desired results. Contractor shall be the responsible for all damage to utility facilities caused by Contractor's operations.

C. At points where Contractor's operations are adjacent to properties of railway, telegraph, telephone, water, and power companies, or are adjacent to other property, damage to which might result in expense, loss, or inconvenience, work shall not be commenced until Contractor makes all arrangements necessary for the protection thereof.

D. Contractor shall cooperate with owners of any underground or overhead utility lines in removal and rearrangement operations, so that these operations may progress in a reasonable manner, duplication or rearrangement is minimized, and services rendered by those parties are not unnecessarily interrupted.

E. In the event of interruption to utility services as a result of accidental breakage, or as a result of utility lines being exposed or unsupported, Contractor shall promptly notify the proper authority, and shall cooperate with said authority in restoration of service. No work shall be undertaken around fire hydrants until provisions for continued service are approved by the local fire authority.

F. Utility outages shall be kept to a minimum, and will be permitted only with the written approval of OFM. All requests for outages shall include identification of all areas to be affected by the proposed outage, and shall be made not less than 48 hours in advance of the need.

G. Contractor may use sanitary facilities located near the project site, if available. Should a nuisance in or an abuse of University facilities occur, and continue after notice from the University, then access to University facilities will be withdrawn, and Contractor shall provide its own facilities. Contractor shall keep all such facilities in clean and sanitary condition throughout the period of use, and repaint such facilities at the completion of the work, if required, at no cost to the University.

4.05 AUTHORITY AND DUTIES OF UNIVERSITY INSPECTORS

A. University inspectors are authorized to inspect all work done and all material furnished. Such inspections may extend to all or any part of the Work and to the preparation, fabrication, or manufacture of the materials to be used. The inspector is not authorized to revoke, alter, or waive any requirements of the contract, nor to approve or accept any portion of the complete project. He is authorized to call to Contractor's attention any failure of the work or materials to conform to the Contract. He is authorized to reject materials or suspend the work until any questions or issues are resolved. Inspectors shall perform their duties at such times and in such times and in such manner as will not unnecessarily impede progress on the Contract.
B. Inspector shall in no case act as foreman, or perform other duties for Contractor, nor interfere with management of the work by Contractor.

C. Any advice the inspector may give Contractor shall not be construed as binding the University in any way, or releasing Contractor from fulfilling the terms of the Contract. The duty of the inspector is to observe progress of the Work and report any deviations from the requirements of the Contract Documents; however, should the inspector fail to report any such deviation from the Contract requirements, Contractor is not released from its obligation to fulfill all terms of the Contract.

D. Where there is disagreement between Contractor and the inspector, the inspector will immediately direct the University's attention to the issues of disagreement, and if Contractor still refuses to make corrections, comply, or suspend work, the University will prepare and deliver in writing to Contractor a written order suspending the work. As soon as the inspector is advised of delivery of the shutdown order, the inspector shall immediately leave the site, and any work performed during the inspector's absence will not be accepted or paid for, and may be required to be removed and disposed of at Contractor expense.

4.06 INSPECTION OF THE WORK

A. All work, including the fabrication and source of supply, is subject to observation by the University and by those agencies required by law to inspect specific items.

B. Contractor shall provide facilities for access and inspection as required by the University.

C. If the specifications, the University’s instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, Contractor shall give the University timely notice of its readiness for inspection, and if the inspection is by another authority, the date fixed for such inspection. Inspections by the University shall be made promptly and, where practicable, at the source of supply. Any work covered without approval must, if required by the University, be uncovered for examination at Contractor’s expense.

4.07 REMOVAL OF DEFECTIVE WORK

A. All work and materials that do not conform to the requirements of the Contract will be considered unacceptable.

B. Any unacceptable or defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause shall be removed and replaced by work and materials that conform to the contract requirements, or shall be remedied otherwise in an acceptable manner authorized by the University.

C. If Contractor fails to comply promptly with any order made under this section, the University shall cause defective or unacceptable work to be remedied or replaced, and unauthorized work to be removed, and shall hold Contractor responsible for the costs thereof.
4.08 MAINTENANCE OF WORK DURING CONSTRUCTION

A. Contractor shall maintain the work during construction and until acceptance. This maintenance shall be continuous and effective, and prosecuted with adequate equipment and forces to the end that all parts of the Work are kept in satisfactory condition at all times, and protected from damage of any kind from external sources.

B. Particular attention shall be given to drainage, both permanent and temporary. Contractor shall use all reasonable precautionary measures to avoid damage or loss that might result from accumulations and concentrations of drainage water, and material carried by such waters and such drainage shall be diverted or dispensed when necessary to prevent damage to excavation, embankments, surfaces, structures, or property. Contractor shall take suitable measures to prevent erosion in all construction areas where existing ground cover has been removed. All such measures shall be in compliance with the requirements of any governmental entity having jurisdiction.

C. All costs of maintenance during construction and before final acceptance shall be included in the bid price; Contractor will not be paid additional amounts for such work.

D. If Contractor’s work is halted by the University for failure to comply with the Contract, Contractor shall maintain the entire project as provided herein, and provide such ingress and egress for local residents or tenants adjacent to the project site, for tenants of the project site, and for the general public as may be necessary during the period of suspended work, or until Contractor has been declared in default.

E. On projects where traffic flow is maintained, Contractor shall be responsible for repair and restoration of all traffic damage to the work, either partially or totally completed, until the University accepts the work.

4.09 FAILURE TO MAINTAIN ENTIRE PROJECT

Contractor’s failure to comply with Section 4.4.08 shall result in notice by the University to comply with the required maintenance provisions. If Contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, the University will immediately proceed to maintain the project, and the entire cost of this maintenance will be charged to Contractor.

4.10 UNIVERSITY’S RIGHT TO DO WORK

If Contractor fails to prosecute the Work properly or to perform any provision of the Contract, the University, after three (3) days’ written notice to Contractor, may make good such deficiencies and deduct the cost thereof from the monies then or thereafter due to Contractor.

4.11 PARKING (See also Section 12.02)

A. Parking is allowed in only designated areas. Parking on sidewalks or unpaved areas is prohibited at all times.
B. 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. All fines for parking or other vehicle violations are the responsibility of Contractor.

C. This section 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://wwwnew.towson.edu/adminfinance/auxservices/parking/ for permit rates and information to support preparation of bids and price proposals.

SECTION 5 - MATERIALS

5.01 GENERAL

A. All materials shall meet all quality requirements of the Contract. To expedite inspection and testing of materials, Contractor shall notify the University, in writing, of the sources from which Contractor proposes to obtain materials requiring approval, testing, inspection, or certification prior to incorporation into the work, as soon possible after notice of contract award.

B. Materials include all manufactured products and processed and unprocessed natural substances required for completion of the Contract. Contractor, in accepting the Contract, is assumed to be thoroughly familiar with the materials required and their limitations as to use, and requirements for connection, setting, maintenance, and operation. Whenever an article, material, or equipment is specified and a fastening, furring, connection (including utility connections), access hole, flashing closure piece, bed, or accessory is normally considered essential to its installation in good quality construction, such shall be included as if fully specified. Nothing in the specifications shall be interpreted as authorizing any work in a manner contrary to applicable laws, codes, or regulations.

C. Approval. All materials are subject to University approval for conformity with the specifications, quality, design, color, etc. No work for which approval is necessary shall be used until written approval is given. Approval of a subcontractor or supplier does not constitute approval of materials other than those included in the specifications.

D. New Materials. Unless otherwise specified, all materials shall be new. Old materials must not be used as substitutes for new, regardless of condition or repair, unless approved in writing by the University.

E. Quality. Unless otherwise specified, all materials shall be of the best quality of the respective kinds.

F. Samples. Contractor shall furnish all samples for approval as directed. Materials used shall be the same as the approved samples.
G. **Proof of Quality.** Contractor shall, if requested, furnish satisfactory evidence of the kind and quality of materials, either before or after installation, and shall pay for tests deemed necessary for substitutions as set forth in paragraph 5.03 of these General Conditions.

H. **Standard Specifications.** When no specification is cited and the quality, processing, composition, or method of installation of a thing is only generally referred to, then:

1. For items not otherwise specified below, the latest edition of the applicable American Society for Testing and Materials (ASTM) specification applies.

2. For items generally considered as plumbing and those items requiring plumbing connections, the applicable portions of the latest edition of the BOCA Code apply.

3. For items generally considered as heating, refrigeration, air conditioning, or ventilating, the applicable portions of the latest edition of the ASHRAE Handbook published by the American Society of Heating, Refrigerating, and Air-Conditioning Engineers, Inc., apply.

4. For items generally considered as site work, the applicable portions of the Maryland State Highway Administration (SHA) Standard Specifications apply.

5. For items generally considered as electrical, the applicable provisions of the latest edition of the National Electrical Code apply.

6. For items generally considered as fire protection, the applicable portions of the latest edition of the National Fire Protection Association (NFPA) code apply.

I. Contractor is solely responsible for safeguarding its tools, materials, and equipment at the work site and elsewhere on the campus. The University shall not assume responsibility for vandalism and/or theft of Contractor materials, tools, or equipment.

J. Existing equipment and materials removed from the project shall become the property of the Contractor, who shall be responsible for removing same from the campus, absent a written agreement with the University. Contractor shall be responsible for proper handling of all materials removed for the purpose of recycling or salvage. Salvaged materials shall not be released to University staff without written approval from the Associate Vice President for Facilities Management. Under no circumstances shall Contractor provide salvage service on behalf of or for the benefit of University employees.

K. No asbestos, lead, or PCB-containing materials shall be used or installed on campus without prior written approval from the University's Department of Environmental Health & Safety (410-704-2949).

5.02 **STORAGE AND HANDLING OF MATERIALS**

A. Materials shall be stored and handled so as to assure the preservation of their quality and acceptability for the work. Stored materials, even though approved before
storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate prompt inspection. Though not guaranteed, limited areas of the University may be used for some storage of materials and equipment, depending on the site location, time of the year, and the quantity of material/equipment; such storage areas shall be restored to their original condition at Contractor expense.

B. Contractor shall confine his tools and equipment and the storage of materials to the area designated by the TU Project Manager, and will not load or permit any part of the structure to be loaded with a weight that will endanger the safety of the structure or any part thereof.

C. Explosives

1. Explosives shall not be stored anywhere on University property.

2. Contractor may use explosives only upon written approval from the University. Approval will stipulate the time, place, and quantity of explosives to be used, and the manner of use.

3. Contractor assumes all responsibility for injury to persons or damage to property damage resulting from the use or transportation of explosives, and for complying with any and all ordinances, regulations, and restrictions related to the use of explosives.

D. Paints

1. Contractor shall not store oil-based paints or flammable liquids on the project site in containers larger than five (5) gallon size. Any liquid with a flash point of less than one hundred (100) degrees shall be contained in UL-approved safety cans; liquids with higher flash points shall be stored in rigid cans. Glass containers shall not be used.

2. Contractor shall remove all oily rags, waste, etc. from the work site at the close of each working day.

5.03 TESTS

A. If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested, or approved, Contractor shall give timely notice of its readiness so the University may observe such inspection, testing, or approval. Contractor shall bear all costs of such inspections, tests, or approval conducted by public authorities.

B. If the University determines that any work requires special inspection, testing, or approval in addition to that required by the Contract Documents, Contractor will, upon written authorization from the University, order such special inspection, testing, or approval, and give notice as provided in 5.06 A above. If such special inspection or testing reveals that work does not comply with the Contract, Contractor shall bear all costs of testing; otherwise the University shall bear such costs.
C. Contractor shall promptly secure all required certificates of inspection, testing, or approval and promptly delivered same to the University.

5.04 BUY AMERICAN STEEL

Only steel products made in the United States shall be used or supplied in the performance of the contract or any subcontract thereunder. Steel products include products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed from steel made in the United States. This requirement shall not apply if the University determines that the cost of such steel products is unreasonable or inconsistent with the public interest. The provisions of this paragraph shall not apply where they are in conflict with any Federal grant or regulation affecting this contract.

SECTION 6 - LEGAL RELATIONS AND RESPONSIBILITIES

6.01 LAWS TO BE OBSERVED

A. Contractor shall keep fully informed of all federal, state, and local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the Work, or in which any way affect the conduct of the Work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees. He shall protect and indemnify the University and its representatives against such claim or liability arising from or based on the violation of any law, ordinance, regulation, order, or decree, whether by himself or his employees or subcontractors.

B. Contractor must comply with the provisions of the Workmen's Compensation Act and federal, state, and local laws relating to hours of labor.

C. The provisions of the Contract shall be governed by the Laws of Maryland.

D. Contractor shall give all notices and comply with all state and federal laws, ordinances, rules, and regulations bearing on the conduct of the Work as drawn and specified.

E. If Contractor observes that the drawings and specifications are at variance with any law, he shall promptly notify the University, and make all necessary changes as provided in the contract for changes in the work. If Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the University, he shall bear all costs arising therefrom.

6.02 PERMITS AND LICENSES [Intentionally omitted]

6.03 PATENTED DEVICES, MATERIALS, AND PROCESSES [Intentionally omitted; see Exhibit A-2, Section 26]

6.04 LAND, AIR, AND WATER POLLUTION

A. Contractor shall incorporate all permanent erosion control features into the work at the earliest practicable time. Temporary pollution control measures will be used to
correct unforeseen conditions that develop during construction, that are needed prior to installation of permanent pollution control features, or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

B. Contractor is advised that temporary pollution control may include measures outside the project site, where such work is necessary as a direct result of project construction. Contractor shall keep the University advised of all such off-site control measures undertaken; however, this shall not relieve Contractor of basic responsibilities for such work.

C. If Contractor fails to control erosion pollution and/or siltation, the University reserves the right to employ outside assistance or to use its own forces to provide the necessary corrective measures. All expenses incurred by the University in the performance of such duties for Contractor shall be the responsibility of Contractor.

D. Contractor must submit evidence to the University that governing federal, state, and local air pollution criteria are met. This evidence and related documents will be retained by the University.

E. If the performance of all or any part of the work is suspended, delayed, or interrupted by order of a court of competent jurisdiction as a result of environmental litigation as defined below, the Procurement Officer, at the request of Contractor, shall determine whether the order is due in any part to the acts or omissions of Contractor required by the University under the terms of the contract. If it is determined that the order is due in any part to acts or omissions of Contractor required by the Procurement Officer in the administration of the Contract, such suspension, delay, or interruption shall be considered as if ordered by the Procurement Officer under the Suspension of Work clause of the contract. The period of such suspension, delay, or interruption shall be considered reasonable, and an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) as provided that clause, subject to all the provisions thereof.

F. The term "environmental litigation" as used herein means a lawsuit alleging that the work will have an adverse effect on the environment, or that the University has not duly considered, either substantively or procedurally, the effect of the work on the environment.

6.05 CONTRACTOR'S LIABILITY INSURANCE

A. Contractor and each subcontractor shall maintain such insurance as will protect from claims under Workmen's Compensation Act, and the Federal Longshoremen's and Harbor Workers' Compensation Act, and the Federal Employers Liability Act by coverage with insurance companies or by methods acceptable to the State Insurance Commissioner and by no other method, for damages which may arise from operations under this contract, whether such operations be by Contractor or by any subcontractor or anyone directly or indirectly employed by either. All insurance except Workmen's Compensation shall name the Towson University, the University System of Maryland, and the State of Maryland as additional insureds.
B. Contractor shall protect itself, the University, and the State from any claims for bodily injury, liability, and property damage liability.

C. Limits for bodily injury liability shall be not less than $1,000,000/2,000,000; i.e., $1,000,000 is the limit for injury per occurrence and $2,000,000 in the aggregate. The minimum limit for property damage liability shall be $1,000,000 per accident and $2,000,000 aggregate.

D. The above policies for bodily injury and property damage liability insurance shall be so written as to include contingent bodily injury and property damage liability Insurance to protect Contractor against claims from the operations of subcontractors.

E. Contractor's certificates of insurance containing evidence of the Hold Harmless Clause protecting the University and the State of Maryland shall be filed with the Procurement Officer and shall be subject to approval for adequacy of protection. No work shall be started at the site until appropriate certificates of insurance are filed with and approved by the Procurement Officer.

6.06 FIRE AND EXTENDED COVERAGE INSURANCE [Intentionally omitted; see Exhibit A-2, Section 38]

6.07 ASSIGNMENT [Intentionally omitted; see Exhibit A-2, Section 28]

6.08 SEPARATE CONTRACTS

A. The University reserves the right to let other contracts in connection with this Work. Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate his Work with theirs.

B. If any part of Contractor's work depends for proper execution or results upon the work of any other contractor, Contractor shall inspect and promptly report any defects in such work that render it unsuitable for such proper execution and results. Failure to so inspect and report shall constitute acceptance of the other contractor's work as fit and proper for the reception of Contractor's work, except as to the defects that may develop in the other contractor's Work after the execution of Contractor's work.

C. To insure proper execution of his subsequent work, Contractor shall measure work already in place and shall at once report to the University any discrepancy between the executed work and the drawings.

6.09 RELATIONSHIP OF CONTRACTOR TO PUBLIC OFFICIALS AND EMPLOYEES

A. In carrying out any of the provisions of the Contract, or in exercising any power or authority granted to them by or within the scope of the Contract, there shall be no liability upon the Procurement Officer or other authorized representatives of the University, it being understood that in all such matters they act solely as agents and representatives of the University.
B. The University may terminate the Contractor’s right to proceed under the Contract if the Procurement Officer finds that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of the University with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. The facts upon which the Procurement Officer makes such findings may be reviewed in any competent court.

C. In the event the Contract is terminated as provided in paragraph B above, the University shall be entitled (1) to pursue the same remedies against Contractor as it could pursue in the event of Contractor’s breach of the contract, and (2) in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Procurement Officer) which shall be not less than three, nor more than ten times the costs incurred by Contractor in providing any such gratuities to any such officer or employee.

D. The rights and remedies of the University provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

E. Conflict of Interest. No official or employee of the State of Maryland whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of Contractor or any subcontractor on this contract.

6.10 NO WAIVER OF LEGAL RIGHTS

A. The University and the State of Maryland shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and materials furnished by Contractor, or from showing that any such measurement, estimate, or certificate is untrue or is incorrectly made, or from showing that the Work or materials do not in fact conform to the requirements of the contract. The University and the State of Maryland shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate, and payment from recovering from Contractor or his sureties, or both, such damage as it may sustain by reason of failure to comply with the terms of the Contract. Neither the acceptance by the University or any representative of the University, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the University shall operate as a waiver of any portion of the contract or of any power herein reserved, or of any right to damages.

B. Waiver by the University of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

6.11 COVENANT AGAINST CONTINGENT FEES [Intentionally omitted; see Exhibit A-2, Sec. 1]
6.12 ASSIGNMENT OF ANTITRUST CLAIMS

Contractor sells, transfers, and assigns to the University and the State of Maryland all rights, title, and interest of and in and to any causes of action arising at any time before the date of this assignment or during the performance of this contract under the Antitrust Laws of the United States, including Section 1 of the Sherman Act, and the Antitrust Law of Maryland relating to the purchase by him or the University or the State of Maryland of any products from any supplier or source whatever that are incorporated in structures built under the terms of this agreement. Contractor hereby certifies that the above causes of action are lawfully owned and that no previous assignment of same, has been made nor has the same heretofore been attached or pledged in any manner whatsoever.

6.13 FEDERAL PARTICIPATION [Intentionally omitted]

6.14 DISPUTES [Intentionally omitted; see Exhibit A-2, Section 27]

6.15 CLAIMS

A. Under no circumstances will overhead or profit be permitted as items of a claim, when such overhead or profit is for periods during which a "Stop Work" order is in effect due to an act, error, omission for which the contractor is responsible.

B. No profit or overhead that includes rental of equipment and the salaries of supervisory personnel will be allowed Contractor for stoppage of work when written notice of such stoppage, or impending stoppage, is not given sufficiently far in advance to prevent such stoppage.

C. No claim will be granted that includes cost of delays or work stoppage due to strikes lockouts, fire, unusually severe weather, avoidable casualties, or damage or delay in transportation for which the University or its agents are responsible; only time extensions, in accordance with Section 7.03 will be granted.

D. Contractor and the University agree that no prejudgment or post-judgment interest on any claims asserted by either party will be allowed.

E. No claim for damage caused by a delay will be allowed unless, within five (5) days of the act or omission causing the delay, Contractor notifies the University of the existence of the delay.

SECTION 7 - PROSECUTION AND PROGRESS OF THE WORK

7.01 NOTICE TO PROCEED

After the Contract has been executed, the University will issue Contractor a "Notice to Proceed" that stipulates the date on or before which Contractor is expected to begin work. The specified contract time shall begin on the day work (other than the erection of the inspector's office, construction stakeout, and mobilization) actually starts, or on the day stipulated in the Notice to Proceed, whichever is earlier. Any preliminary work started or materials ordered before receipt of Notice to Proceed shall be at contractor's risk.
7.02 SIGNS

A. **General.** The University shall provide one project sign for each major entrance to the project. The contractor shall be responsible for placement and maintenance of the sign(s).

B. **Installation.** Posts for sign(s) shall be supplied by the contractor and made of 4 x 6 inch construction grade lumber, pressure-preservative treated, 10 feet long. The sign(s) shall be bolted to the posts using at least two ¼ inch bolts per post. Washers shall be used between the bolts and the sign faces and the posts and nuts. The posts shall be set into the ground to a depth of three feet, six inches with the bottom of the signs two feet six inches above the ground.

C. **Removal.** The University shall be responsible for removing the sign(s) after final acceptance of the work.

7.03 PROSECUTION OF THE WORK

A. All time limits in the Contract Documents are of the essence of the Contract.

B. The date of commencement of the work is the date established in a Notice to Proceed signed by the Procurement Officer.

C. If Contractor is delayed at any time in the progress of the work by any act or neglect of the University or any of its officers, agents, or employees, or by any separate contractor employed by the University, or by any changes ordered in the work, or by labor disputes, fire, unusual delay in transportation, unavoidable casualties, or by any cause which the Procurement Officer determines may justify any delay, then the contract time shall be extended for such time as the Procurement Officer may authorize.

D. It is expressly understood and agreed by and between Contractor and the University that the time for the completion of the work is a reasonable time, taking into consideration average climatic range and usual business conditions prevailing in the locality of the project.

7.04 PUBLIC CONVENIENCE AND SAFETY

Contractor at all times shall conduct the work in such a manner as to create the least practicable obstruction to all forms of traffic. The convenience of the general public, tenants, and of the residents along and/or adjacent to the improvement shall be respected. Material stored upon the project shall be placed so as to cause a minimum of obstruction to the public. Contractor shall, unless otherwise specified, provide and maintain in passable condition such temporary access roads and bridges as may be necessary to accommodate traffic diverted from the project under construction, or using the project under construction, and shall provide and maintain in a safe condition temporary approaches to, and crossings of, the project. Existing facilities scheduled to be removed, but which might be of service to the public during construction, will not be disturbed until other and adequate provisions are made. Fire hydrants on or adjacent to the project shall be kept accessible to fire apparatus at all times, and no material or obstruction shall be placed within 15 feet of any such hydrant. Work closed down for the winter or at any other times shall be left entirely accessible at all
points to fire apparatus. All footways, gutters, sewer inlets, and portions of the project the work under construction shall not be obstructed more than is absolutely necessary.

7.05 BARRICADES AND WARNING SIGNS

A. Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other control devices, and shall take all necessary precautions for the protection of the work and safety of the public. All highways and other facilities closed to traffic shall be protected by effective barricades, and obstructions shall be illuminated during hours of darkness with electric lights.

B. Contractor shall erect warning signs in advance of any place on the project where its operations may interfere with vehicular or pedestrian traffic, and at all other points where the new work crosses or coincides with an existing roadway or traffic lane(s). Such warning signs shall be constructed and erected in accordance with the FHWA Manual on Uniform Traffic Control Devices, or as directed.

7.06 PRESERVATION PROTECTION AND RESTORATION OF PROPERTY

A. Contractor shall continuously maintain adequate protection of its work from damage, and shall protect University property from injury or loss arising in connection with the Contract. Contractor shall repair, and shall indemnify the University against any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents, or caused by agents or employees of the University. Contractor shall adequately protect adjacent property as provided by law, and by the Contract Documents.

B. Contractor shall box all trees that are liable to injury by the moving, storing, and working up of materials. He shall use no tree for any attachment or anchorage.

C. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workmen and the public, and shall post danger signs warning against the hazards created by such features of construction as protruding nails, hod hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, and falling materials.

D. In any emergency affecting the safety of life or of the Work or of the adjoining property, Contractor, without special instruction or authorization, is permitted to act, at his discretion, to prevent such threatened loss or injury. If specifically instructed by the University to do work in an emergency, Contractor shall do the work and be compensated as outlined in Section 3.06.

7.07 PROGRESS SCHEDULE AND TIME

Preparation of Work Schedule. Contractor shall prepare a schedule setting forth dates for completing various portions of the work. Included among the tasks set forth on the schedule shall be the dates for submittals, and dates for the return of the approved submittals. The schedule shall be reviewed for approval of the time within which the University must evaluate Contractor submittals. Approval of Contractor's schedule does not constitute approval of the entire schedule, but merely an approval of that portion of the schedule that relates to the
review of submittals. If Contractor fails to prepare and submit to the University a schedule before the occurrence of a delay, then no claim for extra costs due to delay in the work shall be recognized or asserted.

7.08 PROGRESS PHOTOGRAPHS

Contractor shall submit to the University photographs, taken on or about the first of each month, showing the status of the Work. Contractor shall photograph all disputed items of work.

7.09 SUSPENSION OF THE WORK [Intentionally omitted; see Exhibit A-2, Section 63]

7.10 CONTRACTOR’S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the Work should be stopped under an order of any court, or other public authority, for a period of three (3) months, through no act or fault of the contractor, or of anyone employed by him, then Contractor may, upon seven (7) days’ written notice to the Procurement Officer, stop work or terminate this contract.

7.11 UNIVERSITY’S RIGHT TO TERMINATE FOR ITS CONVENIENCE [Intentionally omitted; see Exhibit A-2, Section 66]

7.12 TERMINATION FOR DEFAULT--DAMAGES FOR DELAY--TIME EXTENSIONS [Intentionally omitted; see Exhibit A-2, Sections 25 and 65]

7.13 PARTIAL ACCEPTANCE

A. If during the construction of work the University desires to occupy any portion of the project, the University shall have the right to occupy and use those portions of the project which, in the opinion of the Procurement Officer, can be used for their intended purpose; provided that the conditions of occupancy and use are established and the responsibilities of Contractor and the University for maintenance, heat, light, utilities, and insurance are mutually agreed.

B. Partial occupancy shall in no way relieve Contractor of its responsibilities under the contract.

7.14 FAILURE TO COMPLETE ON TIME/LIQUIDATED DAMAGES

A. Time is an essential element of the Contract and the work shall be vigorously prosecuted until completion.

B. For each day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the Contract, Contractor may 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.
7.15 SUBSTANTIAL COMPLETION AND FINAL INSPECTION

A. When the work is substantially completed, the contractor shall notify the Procurement Officer that the work will be ready for final inspection and test on a definite date. Sufficient notice shall be given to permit the Procurement Officer to schedule the final inspection.

B. On the basis of the inspection, if the Procurement Officer determines that the work is substantially complete and the project can be occupied or used for its intended purpose, the Procurement Officer shall establish the date of substantial completion and shall state the responsibilities of the University and the contractor for maintenance, heat, utilities, and insurance, and shall fix the time for which the guarantee will begin.

7.16 CLEANING UP

Contractor shall at all times keep the construction area, including storage areas, free from accumulations of waste materials or rubbish and, prior to completion of the work, remove all rubbish from the premises and all tools, scaffolding, equipment, and materials not the property of the University. Contractor shall give special attention to any materials used on rooftops or exposed areas that may become windborne and be hazards, public nuisances, or litter on nearby grounds. Upon completion, Contractor shall leave the work and premises in a clean, neat, and workmanlike condition satisfactory to the Procurement Officer.

7.17 GUARANTEES

The contractor guarantees for a two (2) year period (unless another period is specified), commencing on the date fixed by the parties:

A. That the work contains no faulty or imperfect material or equipment or any imperfect, careless, or unskilled workmanship.

B. That all mechanical and electrical equipment, machines, devices, etc., shall be adequate for the use to which they are intended, and shall operate with ordinary care, and attention in a satisfactory and efficient manner.

C. That he will re-execute, correct, repair, or remove and replace with proper work, without cost to the University, any work found not be as guaranteed by this Section. The contractor shall also make good all damages caused to other work or materials in the process of complying with this Section.

D. That the entire work shall be water-tight and leak-proof in every particular.

7.18 NOTICE TO UNIVERSITY OF LABOR DISPUTES

A. Whenever the contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Procurement Officer.

B. The contractor agrees to insert the substance of this clause, including this Paragraph B., in any subcontract hereunder as to which a labor dispute may delay the timely
performance of this contract; except that each such subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify his next higher tier subcontractor, or the prime contractor, as the case may be, of all relevant information with respect to such dispute.

SECTION 8 - PAYMENTS

8.01 CORRECTION OF WORK BEFORE COMPLETION

A. Contractor shall promptly remove from the premises all materials condemned as failing to conform to the contract, whether incorporated in the work or not. Contractor shall promptly replace and re-execute its own work in accordance with the contract and without expense to the University, and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

B. If Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the University may remove and store the materials at Contractor expense. If Contractor does not pay the expense of such removal within ten (10) days thereafter, the University may, upon ten (10) days notice, sell such materials and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by Contractor.

8.02 PAYMENT OF INTEREST [Intentionally omitted; see Exhibit A-2, Section 50]

8.03 AUDITS BY THE STATE

A. Contractor agrees that the State or any of its duly authorized representatives shall, until the expiration of three years after final payment under this contract have access to and the right to examine any directly pertinent books, documents, papers, and records of the contractor involving transactions related to this contract.

B. Contractor further agrees to include in all subcontracts hereunder a provision to the effect that the subcontractor agrees that the University or any of its duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract.

SECTION 9 - EMPLOYEES, SUBCONTRACTORS A WORK CONDITIONS

9.01 EMPLOYEES AND WORKMANSHIP

A. Qualification of Employees. Contractor shall employ only personnel thoroughly trained and skilled in the tasks assigned on any portion of the work. Any employee found to be unskilled or untrained shall be removed from the work.
B. **Licensed Employees.** When municipal, county, state, or federal laws require that certain personal (electricians, plumbers, etc.) be licensed, all such personal employed on the work shall be so licensed.

C. **Quantity of Labor.** Contractor shall employ on the work, at all times, sufficient personnel to complete the work within the time stated in the contract.

D. **Work Areas.** Contractor shall confine the operations of his employees to the limits as provided by law, ordinance, permits, or directions of the University. Generally, the work area will be the same as the "Limit of Contract" line indicated in the construction documents.

E. **Methods and Quality**

1. All workmanship shall be of good quality. Where the method of work or manner of procedure is not specifically stated in the contract documents, it is intended that the best standard practice shall be followed. Recommendations of the manufacturers of approved materials shall be considered part of these specifications and all materials shall be applied, installed, connected, erected, used, cleaned, and conditioned as so called for thereby.

2. All materials shall be accurately, assembled, set, etc., and when so required in good construction, shall be true to line, even, square, plumb, level, and regularly spaced, coursed, etc. Under no circumstances, either in new or old work, shall any material be applied over another which has not been thoroughly cleaned, sanded, or otherwise treated so as not to impair the finish, adhesion, or efficiency of the next applied item.

F. **Scheduling**

1. Contractor shall so schedule the Work as to ensure efficient and uninterrupted progress, and to minimize cutting and patching of new Work. All cutting, patching, and digging necessary to the execution of the Work is included.

2. Contractor shall so schedule the construction performed by each group or trade that each installation or portion of the construction shall member with and join with every other new or old Work as required for a complete installation, all according to accepted good construction practice.

G. **Superintendent.** Contractor shall keep on the Work, at all times during its progress, a competent English-speaking superintendent and any necessary assistants, all approved by the University prior to commencement of the Work. Contractor shall submit in writing to the University the name of the person it intends to employ as superintendent for the execution of this contract, with a statement of the proposed superintendent's qualifications, to be reviewed by the University and approved or rejected in writing. Persons who have previously proved unsatisfactory on work executed for the University or the State of Maryland, or who lack sufficient qualifications, will not be approved, and this procedure will be repeated. A single Contractor Superintendent may superintend two or more jobs located at the same
institution or nearby only when approved by the University in writing. The Superintendent shall represent the contractor, and all directions given to the Superintendent shall be as binding as if given directly to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed upon written request. A Superintendent who proves unsatisfactory to the University shall be removed from the work, and Contractor shall submit a new Superintendent for approval as described above.

H. Discipline. Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ or permit to remain on the work any unfit person. He shall enforce all instructions relative to use of water, heat, power, no smoking, and control and use of fires as required by law, and the University. Employees must not be allowed to loiter on the premises before or after working hours.

9.02 NON-DISCRIMINATION EMPLOYMENT POLICIES [Intentionally omitted; see Exhibit A-2, Section 44]

9.03 SUBCONTRACTS

A. Contractor shall, as soon as practicable and before execution of the contract, notify the University, in writing, of the names of subcontractors proposed for the principal parts of the work, and shall not employ any to which the University may object as incompetent or unfit.

B. Contractor shall be as fully responsible to the University for the acts and omissions of subcontractors, and of persons either directly employed by them, as for the acts and omissions of persons directly employed by Contractor.

C. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the University and nothing in the contract documents is intended to make the subcontractor a beneficiary of the contract between the University and the contractor.

9.04 RELATION OF CONTRACTOR AND SUBCONTRACTOR

A. Contractor agrees to bind every subcontractor, and will see that every subcontractor agrees to be bound by the terms of the Agreement, the General Conditions, the Drawings, and Specifications as far as applicable to its work, unless specifically noted to the contrary in a subcontract approved in writing by the University.

B. Contractor agrees to include the following provision in all subcontracts and supply contracts applicable to the work:

1. Subcontractor agrees to be bound to Contractor by the terms of the Agreement, General Conditions, Drawings, and Specifications, and to assume toward him all obligations and responsibilities that Contractor, by those documents, assumes toward the University.
2. Subcontractor agrees, upon completion of its work, to promptly pay all labor, material suppliers, vendors, subcontractors, and others, to permit simultaneous final payment by Contractor.

C. Contractor agrees to be bound to subcontractor by all the obligations that the University assumes to the Contractor under the Agreement, General Conditions, Drawings, and Specifications, and by all the provisions thereof affording remedies and redress to the Contractor from the University.

1. To pay the subcontractor to such extent as may be provided by the contract documents or the subcontract;

2. To pay the subcontractor on demand for his work or materials as far as executed and fixed in place, less the retained percentage;

3. To pay the subcontractor a just share of any fire insurance money received by Contractor; and

4. To give the subcontractor an opportunity to be present and to submit evidence in any matter involving his rights.

D. Prompt Payment of Subcontractors: This contract is subject to the provisions of COMAR 21.10.08. Contractor shall promptly pay subcontractor any undisputed amount to which the subcontractor is entitled. In the event Contractor fails to pay promptly, subcontractors may request remedy in accordance with COMAR 21.10.08. Contractor shall include in each subcontract a clause that contains substantially the same provisions as this clause.

E. Contractor and subcontractor agree that nothing in this section shall create any obligation on the part of the University to pay to or to see to the payment of any sums to any subcontractor.

9.05 PREVAILING WAGE RATES [Intentionally omitted]

9.06 CONSTRUCTION SAFETY AND HEALTH STANDARDS

It is a condition of the Contract and shall be made a condition of each subcontract that neither Contractor nor any subcontractor shall require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety, as determined under construction safety and health standards, laws and regulations of the locality in which the work is done, the state, and the federal government.

SECTION 10 [Intentionally omitted]
SECTION 11 - ENVIRONMENTAL HEALTH AND SAFETY

11.01 STORM WATER 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 Storm Water 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.
11.02 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.

11.03 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.

11.04 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.
SECTION 12: OFM SUPPLEMENTAL CONDITIONS

12.01 STORAGE OF MATERIALS

The University has very limited storage space for any materials or equipment and may not be able to meet Contractor's requests for such depending on the site location, time of year, and amount of equipment/materials.

12.02 PARKING

Parking must be coordinated prior to commencement of work. Designated parking areas will be provided for limited construction-related vehicles close to the work site; these may also require a fee-based permit. Contractor employees may need to use remote off-campus parking and carpool to the construction site. Contractor shall be responsible for securing any necessary permits for designated areas, for the duration of the project. Vehicles other than construction-related vehicles are not permitted on campus; boats, trailers, campers, etc. will be towed immediately, at vehicle owner's expense.

12.03 INSPECTIONS

Inspections will be performed by the appropriate agencies as specified in the Contract documents. Towson University and independent inspection agencies, as required, will perform most required inspections. Other agencies that may be required for inspection are:

- Maryland Department of the Environment (MDE)
- State Fire Marshall

12.05 AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

All work performed shall be in compliance with current ADA regulations. Contractor shall notify the Owner of any deficiencies in design bearing on ADA compliance, prior to commencement of work.

12.06 VEHICULAR ACCESS

Contractors will use only the vehicle access routes approved by OFM prior to commencement of the project. Under no circumstances shall Contractor park or drive motor vehicles on grass or landscaped areas. Contractor shall bear all costs of repair or replacement of areas damaged by its vehicles.

12.07 CONTRACTOR MOTOR VEHICLES

Under no circumstances shall a contractor vehicle exceed 15 mph while on university property. Pedestrians have right of way at all times, with no exceptions. Any Contractor vehicle over 1 ton shall have operational back-up signals. Flat beds, box trailers and all 18-wheel vehicles shall be accompanied by an assistant during the back-up process to ensure the safety of pedestrians and property in the path of the vehicle.
12.08 CONTRACTOR’S EMPLOYEE BEHAVIOR

Contractor is responsible for its employees’ behavior at all times. Unprofessional behavior will not be tolerated and will be cause for immediate removal of the employee(s) from campus property. Contractor employees should refrain from unsolicited conversation with the general campus public.

12.09 NOISE RESTRICTIONS

Due to the close proximity of residential communities and hospitals to University property, noise limitations are imposed during certain hours. Normal work hours (7:00am - 5:00pm) are not limited except as may be specified in regard to the adjacent classroom building schedules. When Contractor anticipates work before or after normal hours, it shall confirm with the University’s Project Manager that the work to be accomplished is within acceptable noise limits.

12.10 ELECTRICAL/MECHANICAL TIE-IN

Contractor shall coordinate all electrical and mechanical tie-ins through the University Project Manager at least 72 hours in advance. Contractor shall not enter any electrical panel for inspection, installation, or otherwise without the consent of the Project Manager. Where Contractor anticipates mechanical tie-in, he shall verify with the University Project Manager that existing valves and other control systems are functional. The University plumbing shop shall drain down all mechanical equipment.

12.11 WORK HOURS. Normal work hours shall be as follows:

- Weekdays: 7:00am - 4:00pm
- Weekends: 7:00am - 4:00pm, with written authorization
- Holidays: Only with advanced authorization

Deviations from normal work hours must be requested from the University’s Project Manager not less than 72 hours prior to the start of anticipated work.

12.12 RADIOS

Playing of radios, CD players, etc. is not permitted on any construction site.

12.13 MAINTENANCE OF PROPERTY

Contractor is solely responsible for maintaining, at its expense, all property within the Limit of Disturbance (L.O.D.) or the established construction fence, which ever has the greater perimeter, including:

A. Cutting grass to a maximum 4” height and, where a construction or safety fence exists; trimming both sides.

B. Establishing and maintaining safety fence at the drip line of all trees and shrubs marked to remain.
C. Maintaining clean walkways and entrances to trailers used as site offices.

12.14 CONTRACT AND ADMINISTRATIVE PROTOCOL

Contractor and all contractor representatives shall clearly understand and strictly adhere to the following University protocols prior to work commencement:

A. All coordination between Contractor and Owner shall be through the University’s designated Project Manager. At no time shall Contractor request or demand support or assistance from the University’s maintenance department, trades shops, or grounds department. Failure to observe this protocol shall result in dismissal of Contractor’s superintendent from the site.

B. Coordination for submission of administrative and contractual documents shall be as outlined in pre-construction or work initiation meeting.