INVITATION FOR BIDS

WATER TREATMENT PROGRAM

TU-1947

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)

**TU-1947 – Water Treatment Program**

<table>
<thead>
<tr>
<th><strong>IFB Issue Date:</strong></th>
<th>4/1/19</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>IFB Issuing Office:</strong></td>
<td>Towson University Procurement Department</td>
</tr>
<tr>
<td><strong>Procurement Officer Representative:</strong></td>
<td>Michelle Compton</td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td>410-704-2050</td>
</tr>
<tr>
<td><strong>Fax:</strong></td>
<td>410-704-8233</td>
</tr>
<tr>
<td><strong>e-mail:</strong></td>
<td><a href="mailto:MLCompton@towson.edu">MLCompton@towson.edu</a></td>
</tr>
<tr>
<td><strong>Procurement Office Location:</strong></td>
<td>Towson University Procurement Department, Administration Building, 4th Floor, 7720 York Road, Towson, MD 21204</td>
</tr>
<tr>
<td><strong>Pre-Bid/Proposal Conference:</strong></td>
<td>4/9/19 – 9:00 AM – 1st site visit immediately following Pre-Bid/Proposal Conference, Administration Building, Room 408</td>
</tr>
<tr>
<td></td>
<td>2nd Site Visit: 4/17/19 @ 9:00 AM Meet in the 1st Floor Lobby of the Administration Building</td>
</tr>
<tr>
<td><strong>Deadline for Questions:</strong></td>
<td>4/22/19 – 4:30 PM</td>
</tr>
<tr>
<td><strong>Bids Due:</strong></td>
<td>4/29/19 – 2:00 PM (public bid opening) Administration Building, Room 408</td>
</tr>
<tr>
<td><strong>Contract Term:</strong></td>
<td>5/1/19 – 4/30/22 (three-year base) with three (3) one-year renewal options</td>
</tr>
</tbody>
</table>

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.
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.

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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WATER SYSTEMS REQUIRING WATER TREATMENT
BID WORKSHEET
BID PRICE PROPOSAL FORM

EXHIBIT A1 – Environmental Health and Safety Requirements
EXHIBIT B – Bid/Proposal Affidavit
EXHIBIT C – Contract Affidavit
EXHIBIT D – Sample Agreement
EXHIBIT F – Company Profile
EXHIBIT G – Firm Experience
EXHIBIT K – Addenda Acknowledgment
EXHIBIT L – Key Personnel Form
SECTION I. PROCUREMENT OBJECTIVE

A. SUMMARY STATEMENT
Towson University is seeking a qualified Contractor to provide the University with a full service contract to furnish all equipment, chemicals and services required to provide an efficient water treatment program.

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. 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 the following exhibits whichever exhibit is applicable (specified in Section II. L. 2.):

- Exhibit A - Required Contract Provisions - Section 35, or
- Exhibit A2 - Required Contract Provisions for Construction and Maintenance - Section 37

The certificate must name Towson University as an additional insured, and shall reference the title and number of the solicitation/contract.

G. 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.

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

I. 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.

J. 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.

K. 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.

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

M. MINORITY BUSINESS ENTERPRISE UTILIZATION
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
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 - Required Contract Provisions, 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 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 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.
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 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.

6. **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.
A. SCOPE

Provide Towson University with a full service contract to furnish all equipment, chemicals and services required to provide an effective and efficient chemical treatment program to the Central Power Plant Boilers and Condensate System, and the Outlying Boilers, Cooling Towers and Closed Water Systems. The work includes running control tests, adding chemicals, ensuring proper controller and pump function and maintaining records of water chemistry and chemical usage.

1. Central Plant Boilers and Condensate Systems chemicals shall include:

   - A primary, polymer based scale inhibitor, which contains a low molecular weight anionic polymer with carboxylate and sulfonated polystyrene groups. This product shall have a simple chemical field test, one not based upon the development of turbidity in the test sample. This primary polymer based scale inhibitor product shall also contain a polyoxypropylene-polyoxyethylene block co-polymer surface tension reducing agent (defoamer), a phosphinocarboxylated high molecular weight co-polymer; and a dysfunctional block co-polymer for crystal threshold modification.

   - A supplemental sludge conditioner containing a neutralized salt of a ter-polymer composed of a strong acid functionality, a monoportic weak acid functionality and a non-ionic functionality. This supplemental sludge conditioner shall be formulated such that if it is used at a specific ratio of 1 gallon of supplemental sludge conditioner to each 4 gallons of the primary scale inhibitor (i.e. 1:4 by volume), the supplemental inhibitor shall be in its proper application range to effect removal of previously formed boiler waterside deposits.

   - An alkalinity builder consisting of a solution of sodium or potassium hydroxide in minimum strength (15%) and of maximum strength (19%), by weight of sodium or potassium hydroxide.

   - Oxygen scavenger shall be comprised of a mixture of liquid sodium metabisulfate and sodium sulfite and be 99% active ingredients.

   - A blended neutralizing amine product, containing at least two amines for condensate line treatment designed for protection of short, medium and large run systems. This product shall be acceptable for use in boilers whose steam might be used for cooking (or direct air humidification) per CFR 173:310. This product shall not contain Diethyl amino Ethanol.

2. The Contractor shall furnish all water treatment chemicals and services for the Outlying Hot Water Boilers, Steam Boilers, Steam to Hot Water Converters, Cooling Towers and Closed Water Systems to accomplish the following:
• Minimize corrosion, scale deposits, fouling and biological growth, thereby optimizing water and energy use and minimizing maintenance and equipment replacement.

• Monitor program results and make appropriate recommendations.

• Train University personnel on basic water treatment as requested.

3. The Contractor shall provide a service representative who shall effectively implement the water treatment program and follow up with regular scheduled service visits.

B. ADMINISTRATION

1. University Description: The University is divided into two (2) operating programs, 07 and 08. Program 07 consists of the Administrative and Academic buildings. Program 08, also known as Auxiliary Services, is responsible for all residence and dining facilities as well as the University Union, West Village Commons, Towson University Marriott Conference Hotel and Unitas Stadium complex.

ACADEMIC AND ADMINISTRATIVE BUILDINGS
PROGRAM 07

<table>
<thead>
<tr>
<th>7400 York Road</th>
<th>Dowell Health Center</th>
<th>Media Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>7800 York Road</td>
<td>Enrollment Services</td>
<td>Power Plant</td>
</tr>
<tr>
<td>Administration</td>
<td>General Services</td>
<td>Psychology</td>
</tr>
<tr>
<td>Burdick Hall</td>
<td>Glen Esk</td>
<td>Smith Hall (old and new)</td>
</tr>
<tr>
<td>Center for the Arts</td>
<td>Hawkins Hall</td>
<td>Stephens Hall</td>
</tr>
<tr>
<td>College of Liberal Arts</td>
<td>Lecture Hall</td>
<td>Towson Center</td>
</tr>
<tr>
<td>Cook Library</td>
<td>Linthicum Hall</td>
<td>Van Bokkelen</td>
</tr>
</tbody>
</table>

AUXILIARY SERVICES BUILDINGS
PROGRAM 08

<table>
<thead>
<tr>
<th>Childcare Center</th>
<th>Prettyman Hall</th>
<th>Unitas Stadium/Field House</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glen Dining Hall</td>
<td>Richmond Hall</td>
<td>University Union</td>
</tr>
<tr>
<td>Newell Hall</td>
<td>Scarborough Hall</td>
<td>Ward Hall</td>
</tr>
<tr>
<td>Newell Dining Hall</td>
<td>10 West</td>
<td>West Hall</td>
</tr>
<tr>
<td>Carroll Hall</td>
<td>Marshall Hall</td>
<td>West Village Commons</td>
</tr>
</tbody>
</table>

2. Contract Period: The base period for this contract shall be from May 1, 2019 through April 30, 2022, with the University reserving the right to exercise three one-year renewal options. The total duration of this contract including the three option years shall not exceed six years. A Purchase Order will be issued for each of the base and option years.

3. Prices: Prices shall be fixed and firm for the base contract years. Prices for option years shall be adjusted up or down by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), US City average, all
items, as published by the Bureau of Labor Statistics for the latest available twelve-month period at time of renewal. No annual adjustment shall exceed +/- 3%.

4. Additional Services: During the course of this contract the Contractor may be requested to perform additional services (see Technical Specifications, E. Operating Specifications, 1.b.). The Contractor agrees to perform such services, upon the request of the University’s designated Manager at the hourly rate submitted on the Bid/Price Proposal form. The estimated number of hours for additional services is 40 hours annually.

MATERIAL COSTS ASSOCIATED WITH ADDITIONAL SERVICES:

- Material costs that are reimbursed to the Contractor as part of an Additional Services request shall be based on the cost of materials to the Contractor from his usual sources of supply with all usual trade practice discounts deducted. The mark-up for material, combined overhead and profit, shall not exceed 10% of material costs.
- The Contractor shall make every effort to obtain materials at the least cost possible. Material costs shall include sales taxes or other taxes to which materials furnished under the Contract are subject by law. There shall be no mark-up on tax.

Material from Contractor Stock:

- Material taken from the Contractor’s stock shall be billed at the current market replacement costs as delivered to the Contractor, plus the Contractors mark-up for materials.
- Note that a special fee or merchandising fee for material taken from stock is not allowed under this Contract.

5. Invoices: All invoices shall be submitted quarterly to Towson University, Accounts Payable Department as instructed on the Purchase Order. Separate invoices shall be submitted for the Central Power Plant Boilers, Academic and Administrative (Program 07), and Auxiliary Services (Program 08) buildings, and the Towson University Marriott Hotel. All invoices shall also include the following information:

- Purchase Order Number
- Building Name with Associated Cost
- Date Work Began
- Date Work Completed
- Approval Signature
- Contractor Federal I.D. Number

C. CONTRACTOR REQUIREMENTS

1. Contractor shall have a minimum of five (5) years full-time experience in chemical treatment to central power plant and condensate systems similar to those on the campus of Towson University.
2. The Contractor shall have on staff an employee with a degree in Chemistry or Chemical Engineering with a work history that demonstrates expertise in analyzing water treatment programs similar to this contract.

3. Contractor shall maintain a laboratory for their own chemical manufacturing and blending. The laboratory shall have the capability for water, deposit, corrosion coupon, microbiological analysis and metallographic failure analysis, as well as, capacity of Anion exchange resins and relative population density analysis. Laboratory reports shall be available within one week of the receipt of the sample.

D. GENERAL INFORMATION AND REQUIREMENTS

1. Emergency Demand Visits (within 24 hours): The Contractor shall provide emergency testing and inspection services promptly when called by the University’s representative. Such services shall be performed at no extra charge.

2. Training:
   - The Contractor shall provide training for University personnel. Training shall include both classroom and field training. Training shall encompass theory, testing and control and safety.
   - A manual containing theory on water treatment, testing and control procedures, product data sheets and emergency procedures shall be established within the first thirty (30) days of start of the contract. Ten (10) copies shall be provided to the HVAC Manager, two (2) copies to the Chief Engineer, and one (1) copy to the Facilities Support Manager.

3. Reporting: The Contractor shall compile a written report and review it with the HVAC Manager and Chief Engineer at the end of each visit. The report shall contain the test data and a description of conditions at the time. Any recommendations to improve the program shall be included in the report. One (1) copy of the report shall be provided at each water treatment station in a suitable water resistant enclosure. The report shall be used by field personnel as a reference. One (1) copy of all Power Plant boiler reports shall be provided to the Chief Engineer. One (1) copy of all outlying systems reports shall be provided to the HVAC Manager and to the Chief Engineer. In addition, a review of the complete program shall be written and presented to the Chief Engineer and the HVAC Manager annually.

4. Test Equipment: All equipment and reagents required to perform tests to control the programs shall be new and supplied by the Contractor.

5. Feed and Control Equipment: The Contractor shall supply and maintain all chemical feed and control equipment. Each cooling tower requires the following equipment:
   - Web-based controller connected to a web-based Controller Program through an Ethernet port. University access to the web-based program shall be included at no charge. The controller shall monitor and provide alarms through email accounts for the following:
Conductivity Monitoring
- Chemical Inhibitor Residual Monitoring
- Corrosion Monitoring
- Hard Scale Monitoring
- Biofilm Monitoring

- Inhibitor tank, secondary containment vessel and pump.
- Two (2) alternating biocide tanks, two (2) secondary containment vessels and two (2) pumps
- Contractor shall replace all bleed solenoid valves with 110v motor actuated ball valves. Function of the actuator is normally closed by spring and powered open.

All feed and control equipment for all cooling towers shall be piped so that all piping is installed level and plumb, neatly run and properly supported. Scheduling of installation shall be approved by the HVAC Manager. All installation shall be to the satisfaction of the HVAC Manager and Chief Engineer. All cooling towers, the Power Plant Closed Chilled Water Loop, the Center for the Arts Closed Heating Water Loop, and the General Services Closed Heating Water Loop shall include the installation and monitoring of coupon racks. All coupon racks shall include copper and steel coupons and the General Services shall also include an aluminum coupon. During each cooling tower service, all equipment including meters, pumps, tanks and associated piping shall be cleaned of dust, chemical spillage and other debris. In addition, the bidder shall clean out the pumps and flush the feed lines at the end of each season.

6. Chemical Delivery and Storage: The Contractor shall ensure that a sufficient stock of chemicals is always on hand at each location where a chemical is used. Double walled spill containment containers shall be supplied for all tanks and stock. All empty containers shall be picked up and properly disposed of by the Contractor.

All chemicals shall be delivered and applied by the Contractor. This includes transfer to chemical feed tanks and application to cooling towers and shot feeders.

All chemical containers utilized on this contract shall be stored in double walled containers or in chemically inert secondary containment devices that are capable of containing 10% of the total volume of chemicals or 100% of the volume of the largest container stored in the containment device, whichever is greater.

7. Compliance with Regulations: The Contractor shall comply with all regulations pertaining to the sale, application and storage of chemicals. These include EPA, NIOSH, etc. Boiler chemicals must have FDA approval. All chemically treated water discharged into the University’s sanitary water system by the Contractor shall be within a pH range of 6 to 10.

8. MSDS: At the start of the contract the Contractor shall provide to the HVAC Manager and Chief Engineer a written statement signed and certified that all products used at the University meet the requirement called for within these
specifications. Any variations from these specifications must be approved by the HVAC Manager and Chief Engineer.

Material Safety Data Sheets (MSDS): MSDS shall be supplied at each location where there are chemicals stored and a copy shall be kept at the Facilities Support Services and the Environmental Health & Safety Offices.

New Chemicals - Prior to the introduction of new chemicals for this contract, a complete MSDS shall be provided to Towson University and be approved by the Department of Environmental Health & Safety (EHS).

The Contractor shall provide notebooks containing MSDS forms for all chemical compounds used at the University as follows: One (1) to the HVAC Manager, one (1) to the HVAC Supervisor, two (2) to the Chief Engineer, and one (1) to the Environmental Health & Safety Department. The Contractor shall provide mandatory MSDS folders at each site where their chemicals are added to any system or are stored at the University.

Prohibitions: No product used at Towson University shall contain any of the following chemicals:

- Diethylamine Ethano, DEAE- Streamline Treatment;
- Hydrazine;
- EDTA, acid or salt forms; and
- NTA, acid or salt forms.

9. Performance Assurance: The Contractor shall guarantee that the cooling water treatment program shall maintain the corrosion rates of 1.0 mpy or less for mild steel and 0.1 mpy or less for copper at the water conditions specified. If the specified water quality parameters is maintained, and the equipment opens up dirty, the Contractor shall clean the equipment at no additional charge to the University. This includes draining, flushing, refilling, and adding new chemicals.

The biological control in open systems shall be maintained at levels established by the Cooling Tower Institute (www.cti.org).

10. Chemical Program: The open cooling tower program shall include a deposit and corrosion inhibitor with phosphonate, polymers, tolytriazole and other corrosion inhibitors as required. All corrosion inhibitors shall be bio-degradable. Chromate or zinc based programs in open systems are not acceptable. The open cooling tower inhibitor must be capable of maintaining a minimum of 4-6 cycles of concentration. The closed chilled and dual temperature water loops shall be treated using a molybdate based chemical. The closed heating water loops shall be treated using a nitrite based chemical. The General Services closed heating loop shall use chemicals to protect both copper and aluminum.

The Contractor shall periodically alternate Cooling Tower biocides to avoid the development of resistant strains of microbes.
Chemical Disposal: Chemicals utilized under this contract shall not be disposed of via the sanitary sewer system. The Contractor shall be responsible for disposing of all waste/surplus chemicals off campus.

11. Backup Representative:

An additional representative from the Contractor shall be familiar with the programs and systems at Towson University in case he or she is required to fill in. A representative of the Contractor shall be available within twenty-four (24) hours in case of emergency. Towson University personnel will not be available to escort any contracted employees that are not familiar with the campus. The Contractor shall train all employees that will be involved in this contract as to each treatment location.

E. OPERATING SPECIFICATIONS

1. Repairs and/Adjustments Outside the Scope of the Contract:

- Upon determination by the Contractor that repairs are necessary and are not their responsibility, the Contractor shall provide written notification of the problem and proposal containing a cost for the repairs to the HVAC Manager or Chief Engineer. The University may then elect to issue a non-contractual work order for the repairs priced per B. 4. Additional Services. All invoices for the repair shall indicate the work order identification number. Any work performed without prior notification or approval shall not be the responsibility of the University.

- Minor adjustments to the system equipment shall be made during the test and inspection visits at no additional cost to the University. If, during an inspection, the Contractor determines that repairs, modifications or system relocation is necessary, the Contractor shall bring such changes to the HVAC Manager and Chief Engineer's attention in writing along with a time, and material estimated cost. (See B., 4. Additional Services). No action shall be taken without prior approval by the HVAC Manager or Chief Engineer.

2. Inspection Schedule:

- The Contractor shall schedule routine service visits with the HVAC Manager and Chief Engineer.

- The report submitted by the Contractor as required in this Section of these specifications shall serve as a service ticket indicating the work accomplished.

- The Contractor shall confer with the HVAC Manager and Chief Engineer on the sequence of work prior to the beginning of the contract.

3. Implementation: The implementation of the program shall be designed to provide a smooth effective initiation of the Contractor's program and to consist of at least the following:

- All liquid chemicals utilized provided by the Contractor shall be "point of use" bulk storage/containment tanks. Transfer of the liquid products to the bulk
tanks shall be accomplished by the Contractor. Towson University personnel shall not handle liquid water treatment products.

- The Contractor shall assure that chemical treatment program is functioning properly and control limits are established and maintained.

4. Monthly Visit Requirements/Testing & Reports: During every regular monthly visit, the Contractor's service representative shall:

- Run on-the-spot water analyses of all pertinent water samples on each Power Plant Steam Boiler and General Services Boilers. These analyses are to include but not limited to:

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<tr>
<th>Boiler</th>
<th>Condensate</th>
<th>Feed Water</th>
<th>Softener</th>
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<td>5. Sulfite Residual;</td>
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<td>6. Conductivity;</td>
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<td>7. pH; and</td>
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<td>8. Iron</td>
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- Review Towson University Power Plant's daily test records since the last service call.
- Submit a complete written report detailing:
  - Results of all on-the-spot water analyses;
  - Recommended dosage rates; and
  - Recommended control limits.

The report shall cover, but is not limited to, the items listed above and the inventory status of the chemicals and materials on hand. The report shall be submitted to the Chief Engineer.

- The Contractor's service representative shall be responsible for checking the inventory of all chemicals being used and calculate the material balance to assure that there is sufficient chemicals on hand to maintain a continuous program without lapses.
- The Contractor shall perform a minimum of one (1) service call per month. After each visit, the Contractor's service representative shall discuss with the Chief Engineer in depth any operating or water related questions or problems since the last service call as well as a review of the findings and recommendations from the water analysis reports.
- Annually, the Contractor shall perform a dissolved oxygen test on the deaerating water heater. The test performed shall be capable of indicating oxygen concentration of 10 ppb or less.
- Monthly inspect all contract chemical storage locations and secondary containment devices for evidence of any spills and/or leaks and clean up and
remove all spilled materials in accordance with applicable environmental regulations.

5. The test procedures to be performed under this contract shall be in accordance with the latest applicable standards.

6. The Contractor shall provide services according to the minimum frequencies listed below.

   - Power Plant and General Services Boilers Monthly
   - Cooling Towers Monthly (in season)
   - Closed Systems Bi-Monthly

   **Campus shall be divided into quarters. The Contractor shall be required to perform service on at least one quarter per week.**

7. Required Services and Water Analysis to Outlying Boilers, Cooling Towers and Closed Systems.

   **Analytical Tests**

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</table>

   The full analysis shall be run on all of the systems during each visit. Chill and hot systems shall be tested every other month once the analyses indicate a stable program.

   - For open cooling tower systems, an automatic monitoring system utilizing feedback control shall be supplied to provide continuous water analysis. This equipment shall be programmed on a real time basis to analyze the quality of the circulating water and automatically adjust the chemical treatment feed rates and bleed intervals based on the level of total dissolved solids, and without effect from variances in water temperature. The controller shall have the ability to monitor scale and differentiate between hard scale and biofilm. The controller shall incorporate emergency fail-safe features, which shall result in a visual alarm during emergency conditions that may result from high concentration conditions. **All cooling tower controllers must have a minimum of four (4) power relays, three (3) dry contact relays and one (1) analog output with a 4-20MAMP output.**
The Contractor shall provide lay-up, treatment for the Cooling Tower/Condenser water-loop. The lay-up product shall be free of nitrite, phosphate, heavy metals and free amines. This treatment shall provide uninterrupted protection to the piping walls which provides protection while drained, during the lay-up period.

- All necessary control panels, bleed valves, injection pumps, associated piping and fittings, and all labor to install this monitoring equipment shall be supplied by the Contractor and shall be included in the cost of the service program. Each chemical storage tank shall reside inside a secondary containment tank. All tanks and secondary containment tanks shall be translucent in order to easily see the chemical levels in the tanks. All tanks shall be sized to fit in available spaces for each location.

- The Contractor shall provide all labor to take test samples, adjust feed rates, change settings, drain and flush systems, service automatic monitoring equipment, manually inject chemicals (for closed systems), and provide a detailed water analysis and service report after performing those services as outlined above.

8. Corrosion Studies: Corrosion studies shall permit a valid evaluation of systems performance. Corrosion coupons shall be installed in all cooling towers, one (1) chill loop and two (2) hot loops. These locations shall be chosen by the University. Coupons of carbon steel and copper shall be used on each system as well as aluminum as requested by the University. The Contractor shall supply and install the coupons and the coupon racks. Studies shall be run four (4) times per year for a period of at least sixty (60) days each from April through November. Results shall be discussed when test results are compiled. Studies shall be run as requested by the Chief Engineer on the General Services hot water system.

9. Biological Studies:

- All cooling systems shall be tested for biological control. The total count shall be performed on a monthly basis or more frequently as needed. Three (3) Legionella tests shall be performed on each cooling tower during the cooling season. Any positive test results from the Legionella require priority cleaning and chemical treatment of the cooling tower as necessary to eradicate the Legionella. All subsequent testing after cleaning or cleanings shall be included in the cost of this contract. The CDC Technical Manual on Legionnaires shall be used to determine hazardous levels of Legionella and recommended procedures for cleaning if required. Closed systems shall be tested as needed.

- The Contractor shall immediately notify the Towson University Department of Environmental Health & Safety telephonically (410-704-2949) of any positive (+) Legionella test results. Copies of all Legionella test results shall be immediately faxed to EHS at (410) 704-2993. Results are to be discussed during the Monthly Review Report.
• The Contractor shall provide a Water Management/Action plan for any positive results upon award.

10. Total Water Volume Calculation: During the first year of the contract, the Contractor shall calculate the volume of water in all closed loop systems and provide a written report to the HVAC Manager and Chief Engineer.

11. POWER PLANT DATA:

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<tr>
<th>No. 1 Boiler</th>
<th>No. 2 Boiler</th>
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<tbody>
<tr>
<td>Manufacturer: English</td>
<td>Manufacturer: Cleaver Brooks</td>
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<tr>
<td>Type: D Watertube</td>
<td>Type: Fire Tube</td>
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<tr>
<td>Capacity: 35,000 lbs./hr.</td>
<td>Capacity: 20,000 lbs./hr.</td>
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<tr>
<td>Fuels Used: Natural Gas, or No. 2 Fuel Oil</td>
<td>Fuels Used: Natural Gas, or No. 2 Fuel Oil</td>
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</table>

No. 3 Boiler – same as No. 2 Boiler
No. 4 Boiler – same as No. 2 Boiler

Make-up water pre-treatment consists of zeolite softener and deaerator.

POWER PLANT OPERATING DATA:

a. Average cycles of concentration on make-up water. 10
b. Deaerator Temperature 232 Degrees F
c. Deaerator Pressure 8 psig
d. Feedwater Temperature 220 Degrees F
e. Boiler Drum Pressure 85 psig
f. Estimated Annual Steam Production 145,000,000 lbs.
g. Average Percent Condensate Returned 70%
h. Days Per Year Of Operation 365 Days

12. CURRENT TYPICAL MAKE-UP AND FEEDWATER ANALYSIS:

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<td>Total Hardness</td>
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<tr>
<td>P-Alkalinity (as CaCO3)</td>
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<tr>
<td>M-Alkalinity (as CACO3)</td>
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<tr>
<td>Chloride (as C1)</td>
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<td>Conductivity</td>
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<td>Oxygen</td>
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<td>Total Iron (as FE)</td>
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<td>pH</td>
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END OF SPECIFICATIONS
### WATER TREATMENT PROGRAM

**TU-1947**

**TOWSON UNIVERSITY**

**WATER SYSTEMS REQUIRING WATER TREATMENT**

*List Does Not Include Central Boiler Plant*

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<th>Chilled Water</th>
<th>Dual Temp.</th>
<th>Hot Water Reheat</th>
<th>Cooling Tower Loops</th>
<th>Water Source Heatpump Loop</th>
<th>Steam Boiler</th>
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<td>27 Richmond</td>
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<td>28 Scarborough</td>
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<tr>
<td>29 Unitas Stadium Fieldhouse</td>
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<td>30 University Union</td>
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<td>31 West Village Commons</td>
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<td>32 Carroll Hall</td>
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<td>33 Marshall Hall</td>
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<td>34 Residents Hall</td>
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<td>35 Auburn House</td>
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</tbody>
</table>

**TOTALS**  

|               | 24 | 10 | 4 | 6 | 13 | 3 | 5 |

*Red means year round usage*

* - Chilled Water from Power Plant

** - Hot Water from Hawkins

*** - Chilled Water from Hawkins

**** - Chilled Water from New Smith

Program 7 are Academic/Administrative Facilities and Program 8 are Auxiliary Services (Residential) Facilities
BIDDER’S NAME: ________________________________

A. WATER TREATMENT TO CENTRAL POWER PLANT BOILERS (Four (4) Boilers)

Total Annual Cost for Water Treatment to the Central Power Plant Boilers for each year of the
three year base term:

1. May 1, 2019 – April 30, 2020 (1st Base Year) $ __________
2. May 1, 2020 – April 30, 2021 (2nd Base Year) $ __________
3. May 1, 2021 – April 30, 2022 (3rd Base Year) $ __________

Section A -Total cost for three (3) year base periods
(1st Base Year Total + 2nd Base Year Total + 3rd Base Year Total) = $ __________

B. OUTLYING BOILERS, COOLING TOWERS AND CLOSED WATER SYSTEMS FOR
ADMINISTRATION AND ACADEMIC BUILDINGS (PROGRAM 07) AND AUXILIARY SERVICES
(PROGRAM 08) (See chart titled “Towson University Water Systems Requiring Water Treatment”)

<table>
<thead>
<tr>
<th>PROGRAM 07 BUILDINGS</th>
<th>1st Base Year 5/1/19 – 4/30/20</th>
<th>2nd Base Year 5/1/20 – 4/30/21</th>
<th>3rd Base Year 5/1/21 – 4/30/22</th>
</tr>
</thead>
<tbody>
<tr>
<td>7400 York Road</td>
<td></td>
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<tr>
<td>Administration</td>
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<tr>
<td>Burdick Hall</td>
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<tr>
<td>Center for the Arts</td>
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<tr>
<td>College of Liberal Arts</td>
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<tr>
<td>Cook Library</td>
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<tr>
<td>Dowell Health Center</td>
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<tr>
<td>Enrollment Services</td>
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<tr>
<td>General Services</td>
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<tr>
<td>Glen Esk</td>
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<tr>
<td>Hawkins Hall</td>
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<tr>
<td>Lecture Hall</td>
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<td>Linthicum Hall</td>
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<td>Media Center</td>
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<td>Power Plant</td>
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<tr>
<td>Psychology</td>
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<tr>
<td>Smith Hall (old and new)</td>
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<tr>
<td>Stephens Hall</td>
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<tr>
<td>Towson Center</td>
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<tr>
<td>Van Bokkelen</td>
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<tr>
<td>Total Water Treatment For Program 07 Buildings</td>
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<td></td>
</tr>
</tbody>
</table>

SECTION B1. PROGRAM 07 Total cost for three (3) year base periods
(1st Base Year Total + 2nd Base Year Total + 3rd Base Year Total) = $ __________
## PROGRAM 08 BUILDINGS

<table>
<thead>
<tr>
<th>Buildings</th>
<th>1st Base Year 5/1/19 – 4/30/20</th>
<th>2nd Base Year 5/1/20 – 4/30/21</th>
<th>3rd Base Year 5/1/21 – 4/30/22</th>
</tr>
</thead>
<tbody>
<tr>
<td>Childcare Center</td>
<td></td>
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<tr>
<td>Glen Dining Hall</td>
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<tr>
<td>Newell Hall</td>
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<tr>
<td>Newell Dining Hall</td>
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<tr>
<td>Carroll Hall</td>
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<td>Prettyman Hall</td>
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<td>Richmond Hall</td>
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<tr>
<td>Scarborough Hall</td>
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<tr>
<td>10 West</td>
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<tr>
<td>Marshall Hall</td>
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<tr>
<td>Unitas</td>
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<tr>
<td>Stadium/Field House</td>
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<tr>
<td>University Union</td>
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<td></td>
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<tr>
<td>Ward Hall</td>
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<tr>
<td>West Hall</td>
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<tr>
<td>West Village</td>
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<td></td>
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<tr>
<td>Commons</td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>Total Water Treatment For Program 08 Buildings</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SECTION B2. PROGRAM 08 Total cost for three (3) year base periods

\[(1^{\text{st}}\ \text{Base Year Total} + 2^{\text{nd}}\ \text{Base Year Total} + 3^{\text{rd}}\ \text{Base Year Total}) = \] $\_\_\_\_\_\_\_

### C. TOTAL EQUIPMENT COST

$\_\_\_\_\_\_\_\_

### D. BASE BID = TOTAL OF 3 BASE YEARS (2019 – 2022) FOR ALL SYSTEM AND NEW EQUIPMENT (A+B1+B2+C=D) (TRANSFER TOTAL BASE BID (D) TO THE BID/PRICE PROPOSAL FORM)

$\_\_\_\_\_\_\_\_\_\_\_

### ADDITIONAL SERVICES (REQUIRED BUT NOT A FACTOR IN THE BID)

TECHNICIAN -$\_\_\_\_\_\_\_\_\_\_/Man-hour x 40 hours = $\_\_\_\_\_\_\_\_\_

(Note: Additional Services may include work for potential repairs, modifications or system relocation outside of the normal adjustments to system equipment. See Technical Specifications, B.4. and E.1. b. The total estimated man-hours for Additional Services is estimated only and not to be construed as minimum or maximum. TU reserves the right to reject any bid that utilizes a bid rate that is substantially higher than industry standards.)

END OF WORKSHEET
BID/PRICE PROPOSAL FORM

BIDDER'S NAME: ____________________________________________________________

PROJECT TITLE: _______ Water Treatment Program

PROJECT NUMBER: _______ TU-1947

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

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

TOTAL COST OF PROJECT

BASE BID = TOTAL OF 3 BASE YEARS FOR ALL SYSTEMS AND NEW EQUIPMENT (A+B1+B2+C=D)

________________________________________________________________________   __________________________________________________________________________

(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)
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 _______________________

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.

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

__________________________________________
Printed Name

__________________________________________
Title

Witness: _________________________________
EXHIBIT A
REQUIRED CONTRACT PROVISIONS

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 bribery, attempted bribery, 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 bribery, attempted bribery, 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 superseded by the agreement contained therein. No amendment of this contract shall be binding unless in writing and signed by the parties. Amendments may not significantly change the scope of the contract.

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 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 setting forth the general nature and monetary extent of such claim, unless this period is extended by the University. The statement of claim hereunder may be included in the notice under b. above.

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

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

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. Delays and Extensions of Time
The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in this contract. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the University may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Contractor, provided the Contractor shall have given notice in writing of the cause of the delay within five (5) days after the delay begins. Any extension
granted shall not require the consent and approval of the Contractor's bondsman or surety.

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 may be provided 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. A claim shall be made in writing and submitted to the procurement officer for decision in consultation with the Office of the attorney general within thirty days of when the basis of the claim was known or should have been known, whichever is earlier.

e. When a claim cannot be resolved by mutual agreement, the contractor shall submit a written request for final decision to the procurement officer. The written request shall set forth all the facts surrounding the controversy.

f. The contractor, at the discretion of the procurement officer, may be afforded an opportunity to be heard and to offer evidence in support of his claim.

g. The procurement officer shall render a written decision on all claims within 180 days of receipt of the contractor's written claim, unless the procurement officer determines that a longer period is necessary to resolve the claim. If a decision is not issued within 180 days, the procurement officer shall notify the contractor of the time within which a decision shall be rendered and for the reasons of such time extension. The decision shall be furnished to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. The procurement officer's decision shall be deemed the final action of the University.

h. The procurement officer's decision shall be final and conclusive unless the contractor mails or otherwise files a written appeal with the Maryland State Board of Contract Appeals within 30 days of receipt of the decision.

i. Pending resolution of a claim, the contractor shall proceed diligently with the performance of the contract in accordance with procurement officer’s decision.

28. 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.

29. 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.

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

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

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

If the Contractor’s price includes the cost of Contractor furnishing any other material, equipment, supplies, or other items in connection with the Contract, the Contractor shall pay the Maryland sales tax.

31. 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.

32. 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.

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.

Exhibit A (Rev 1/31/18)
34. 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) Food products liability insurance, if not included in the Comprehensive, with limits of not less than $1,000,000 for each person and $2,000,000 for each accident.

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

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

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

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

51. 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.

52. Specifications
All materials, equipment, supplies or services shall conform to Federal and State laws and regulations and to the specifications contained in the solicitation. No asbestos, lead, or PCB-containing materials (0%)
are to be utilized/installed on campus unless prior written approval has been received from the University’s Department of Environmental Health & Safety (410-704-2949).

53. 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.

54. 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.

55. 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.

56. 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.

57. 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.

58. 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

59. 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.

Exhibit A (Rev. 1/31/18)
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
d. All 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.

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 protective measures that can be taken to prevent exposure. EHS is available to provide more information concerning the areas on campus where personnel are at risk of exposure.

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

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

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

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

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

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

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

9. Waste Disposal
The Contractor is responsible for the removal and disposal of all non-hazardous waste products generated from his/her work on campus. All non-hazardous waste materials generated by the Contractor shall be removed from campus (unless otherwise specified) and disposed of in accordance with all applicable federal, state and county laws and regulations.

The University reserves the right to require the use of a TU Non-Hazardous Waste Manifest for transport off campus of any University non-hazardous waste. The University also reserves the right to approve or disapprove the facility(ies) the Contractor utilizes for disposal of any University non-hazardous wastes (as necessary). All costs will be borne by the Contractor for the disposal of all hazardous or non-hazardous wastes, unless otherwise specified in the contract.

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

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

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

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

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

The Contractor will provide the Contract Administrator with a written copy of their Lock Out/Tag Out policy (LO/TO) and/or procedures for review and approval at least five (5) working days in advance of the commencement date of the contract. Prior to work commencement, the Contractor will also certify in writing that all of his/her workers and Subcontractors have been trained in accordance with OSHA 1910.147. This certification will list all employees working on campus by name and social security number.

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

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

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

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

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

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

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

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

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

No person may improperly store, handle, use or apply any pollutant in a manner that will cause its exposure to rainfall, runoff and discharge into the Towson University municipal 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’s 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 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
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.

Article 7. Limitation of Liability - The University shall not be liable for any indirect, special or consequential damages, such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided in the Contract.

Article 8. Assignment - University may assign this Contract with Contractor’s written consent, which shall not be unreasonably withheld.

Article 9. Entire Agreement - This Contract, including all Contract Documents, constitutes the entire agreement between the University and the Contractor. No waiver, modification or amendment of any of the terms or conditions hereof shall be effective unless set forth in writing and duly signed by the Contractor and the University.

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized officer, agents or official on the day and year first above written.

CONTRACTOR

______________________________________  Corporate Officer or Authorized Agent  Date
Witness

______________________________________  PRINTED NAME AND TITLE
Corporate Officer or Authorized Agent

TOWSON UNIVERSITY

______________________________________  Authorized Agent  Date
Witness

______________________________________  PRINTED NAME AND TITLE
Printed Name and Title
COMPANY NAME: ________________________________

DATE OF INCORPORATION: ___________ STATE OF INCORPORATION: ________________

TYPE OF WORK PERFORMED: ________________________________

________________________________________________________________________

________________________________________________________________________

NUMBER OF YEARS IN BUSINESS: ________________________________

OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:

________________________________________________________________________

TYPE 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.

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**BRIEF, BUT DETAILED DESCRIPTION OF THE PROJECT:**

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

**SIMILARITIES BETWEEN THIS PROJECT AND TU PROJECT:**

________________________________________________________________________

________________________________________________________________________

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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 ________________________________

__________________________________________________________  
Signature                                                                 Printed Name
                                                                                   
__________________________________________________________  
Title                                                                                   
                                                                                   
__________________________________________________________  
Date                                                                                   Company
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 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
   Personel 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.”
**CONTRACT NAME**

**CONTRACT NUMBER**

**EXHIBIT L – *ATTACHMENT A***

**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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<tr>
<th>PROJECT NAME/LOCATION</th>
<th>PROJECT DESCRIPTION</th>
<th>KEY PERSONNEL ROLE</th>
<th>PROJECT VALUE</th>
<th>START AND COMPLETION DATES (MM/YY-MM/YY)</th>
<th>OWNER/CLIENT CONTACT/TELEPHONE #</th>
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Note: List a minimum of three (3) projects for all key personnel proposed.