

**NOTICE TO BIDDERS**

**SMALL BUSINESS RESERVE PROCUREMENT**

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

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

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

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

Further information on the certification/registration process is available at [e-Maryland Marketplace Advantage](#).

**April 8, 2024**

**PROJECT TITLE:** Fire Extinguisher Service

**PROJECT NO.:** TU-2426-SBR

**DESCRIPTION:** Towson University (TU) seeks a qualified certified small business Contractor to provide all labor, supervision, equipment and materials for inspection, hydrostatic testing, recharging and repairing (see Part V.A.5.) of all extinguishers in accordance with all local, state and federal regulations and procedures.

**SCHEDULE:** The term of this contract shall begin on or about June 1, 2024 through May 31, 2025 for one (1) base year, with the University reserving the sole option to exercise four (4) additional one (1) year renewals. The total duration for the contract, including option years, shall not exceed five (5) years.

**DEADLINE FOR QUESTIONS:** 4/16/24 @ 4:30 PM

**BID DUE NO LATER THAN:** 4/23/24 @ 2:00 PM. Late bids, late requests for modification, or requests for withdrawal will not be considered

**Issuing Office (mailing address):**

Procurement Department  
Towson University  
8000 York Road  
Towson, MD 21252

**DIRECT QUESTIONS TO:** Wendy Childs, Procurement Officer Representative, via email: [wchilds@towson.edu](mailto:wchilds@towson.edu) or by Phone: (410) 704-3486.

**PROCUREMENT METHOD:** This solicitation will be conducted in accordance with the University System of Maryland's (USM) Procurement Policies and Procedures, Competitive Simplified Procurement.

**BASIS FOR AWARD:** Award will be made to the responsible qualified certified small business bidder who submits the responsive bid determined to be most advantageous to the University.

**PARKING:** All vehicles parked on Towson University property must strictly observe University parking regulations. Each vehicle parked on campus between 6 am and 8 pm, Monday through Thursday, and from 6 am to 3 pm on Fridays, must obtain a valid University permit unless parked at a paid meter. Parking on sidewalks or unpaved areas is prohibited at all times. All fines for parking or other vehicle violations are the responsibility of the Contractor. This applies to vendors, salespersons, company vehicles, and Contractor employees' personal vehicles. Long- and short-term permits are available, at designated rates, for vendors with contracts that require them to park regularly on the campus; see the parking website at <https://www.towson.edu/parking/visitors/> for permit rates and information to support preparation of Bid/Price Proposal. Parking Transportation phone: (410) 704-7275. **NOTE: Include parking fees in Bid/Price Proposal.**

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

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

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

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

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

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

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

**INCLUDED IN BID PACKAGE:**

- ❖ Scope of Work
- ❖ Attachment #1 – Disqualification Criteria
- ❖ Exhibit A-1 – Environmental Health and Safety Requirements
- ❖ Exhibit F – Company Profile
- ❖ Exhibit G – Firm Experience
- ❖ Exhibit K – Addenda Acknowledgement
- ❖ Exhibit L – Key Personnel Form
- ❖ Exhibit R – Conflict of Interest Affidavit
- ❖ Exhibit S – Bid/Price Proposal Form
- ❖ Exhibit T – Contractor's Company Stock Affidavit
- ❖ TU-2426-SBR - Bid Price Worksheet
- ❖ General Terms & Conditions for Simplified Acquisitions

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

- ❖ Exhibit F – Company Profile
- ❖ Exhibit G – Firm Experience
- ❖ Exhibit K – Addenda Acknowledgement (if applicable)
- ❖ Exhibit L – Key Personnel Form
- ❖ Exhibit R – Conflict of Interest Affidavit
- ❖ Exhibit S – Bid/Price Proposal Form
- ❖ TU-2426-SBR – Bid Price Worksheet
- ❖ Maryland State Portable Fire Extinguisher License
- ❖ Maryland State Non-Water Based Fire Extinguisher License
- ❖ Maryland State License for Installation, Service, and Repair of Fire Extinguishers
- ❖ NFPA Accreditation

Prices quoted are valid for 90 days unless otherwise noted.

### **SUBMIT BIDS VIA E-MAIL**

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

**FIRE EXTINGUISHER SERVICE  
TU-2426-SBR  
SCOPE OF WORK**

**PART I. SUMMARY**

- A. Towson University (TU) seeks a qualified certified small business Contractor to provide all labor, supervision, equipment and materials for inspection, hydrostatic testing (“hydro test”), recharging and repairing (see section Part V.A.5.) of all extinguishers in accordance with all local, state and federal regulations and procedures.

**PART II. CONTRACT TERM**

- A. The term of this contract shall begin on or about June 1, 2024 through May 31, 2025 for one (1) base year, with the University reserving the sole option to exercise four (4) additional one (1) year renewals. The total duration for the contract, including option years, shall not exceed five (5) years. The Contractor shall ensure proposed rates account for current rate increases in Maryland’s minimum wage law approved by the Maryland General Assembly. If exercised, the option year prices may be adjusted up or down by the percentage change of the Consumer Price Index for All Urban Consumers (CPI-U) US City average, all items, as published by the Federal Government for the latest available twelve (12) month period at time of renewal. An annual adjustment shall not exceed 3%.
- B. Any work assigned before, but completed after, the effective termination date of the Contract is to be honored with all terms, conditions, specifications and costs of the Contract and Task Order until the work is completed and accepted by the EHS FSM or assigned designee.

**PART III. UNIVERSITY DESCRIPTION**

- A. University Operating Programs: The University is divided into two operating programs, Program 07 and Program 08. Program 07 consists of the Administrative and Academic facilities. Program 08, also known as Auxiliary Services, is responsible for all residence life facilities, dining facilities, University Union, Childcare Center, and West Village Commons buildings.
- B. The University reserves the right to add or remove buildings and or locations to this contract. Current University buildings are listed below.

**PROGRAM 7 – ACADEMIC & ADMINISTRATIVE FACILITIES**

401 Washington Ave.	General Services	Public Safety
7400 York Road	Hawkins Hall	Science Complex
7800 York Road	Health & Counseling Center at Ward West	Smith Hall
Administration Bldg.	Hidden Waters	Stephens Hall
Auburn House	Landscape Services	Towson Center
Burdick Hall	Lecture Hall	Towson University Northeast

		(TUNE)
Center for the Arts	Linthicum Hall	Van Bokkelen Hall
College of Liberal Arts	Media Center	Towson Armory
Cook Library	Power Plant	College of Health Professionals
Enrollment Services	Psychology Building	EHS Central Storage Facility
CLA Annex		

**PROGRAM 8 – AUXILIARY FACILITIES**

10 W. Burke Ave.	Newell Dining Hall	Transportation Annex
Barton House	Newell Hall	Towson Run Apartments
Baseball Park (Schuerholz)	Prettyman Hall	Towsontown Garage
Childcare Center	Residence Tower	Union Garage
Douglass House	Richmond Hall	Unitas Stadium
Field House	Scarborough Hall	University Union
Glen Dining Hall	Towson Arena (SECU)	West Village Commons
Glen Garage	Soccer Park	West Village Garage
Glen Towers A, B, C, D	Softball Park	Towson Center
Marshall Hall	Carroll House	

- C. The following buildings are not included in Program 7 or Program 8 and shall be serviced upon request of the EHS FSM or assigned designee:
1. Millennium Hall
  2. Harris Hall
  3. Barnes Hall

**PART IV. CONTRACTOR QUALIFICATIONS**

- A. The following are contractor qualifications to be submitted with the bid.
1. **Exhibit F, Company Profile.** Contractor shall have at least three (3) years’ experience with fire extinguisher inspection, hydrostatic testing, recharging, and repair.
  2. **Exhibit G, Firm Experience,** duplicate as necessary to furnish references for not less than three (3) comparable projects of similar size and scope completed within the past three (3) years, or currently underway.
  3. Maryland State Portable Fire Extinguisher License
  4. Maryland State Non-Water Based Fire Extinguisher License
  5. **Exhibit L, Key Personnel Form,** furnish a Key Personnel Form for the Fire Extinguisher Technician and back-up Fire Extinguisher Technician must have at least three (3) years of experience performing fire alarm inspection, hydrostatic testing, recharging, and repairing. All Key Personnel Must be able to pass a background check (see section Part IV.B). Background checks will be requested prior to award and are **not** due with bid submittals.
  6. The following is required for the Fire Extinguisher Technician and the back-up Fire Extinguisher Technician (Key Personnel):
    - a. Nationally licensed with NFPA accreditation.
    - b. State of Maryland License for installation, service, and repair of fire extinguishers

B. **Background Check Documents**- The following documents shall be required of the Key Personnel Fire Extinguisher Technician and back-up Fire Extinguisher Technician. Only approved Key Personnel shall work at TU under contract. Any changes in Key Personnel must be approved and added to the contract via amendment, prior to beginning work on campus. The following documents shall be required within 10 days of the Notice of Recommended Award letter. These documents are **not** due with the bid submittals.

1. **Security and Employee Background Checks.** Contractor will be fully responsible for maintaining the security of the University as it relates to the Contractor's operation and employees. It is the responsibility of the Contractor to become familiar with and abide by the rules and regulations governing security at the University. The University's Public Safety website is located here <https://www.towson.edu/public-safety>.
  - a. Contractor must perform a **Maryland District Court System check** and a **Maryland Judiciary Case Search** on every employee and applicant, prior to assignment to the University's contract.
  - b. Contractor is responsible for determining whether an applicant or employee is eligible for assignment and will be considered in default of the contract if it assigns any individual to campus, , without having first initiated a criminal background check.
  - c. Each employee or applicant initially deemed eligible for assignment to the University's contract based on the information received above must then undergo a **fingerprint-based security background check through the Maryland Department of Public Safety and Correctional Services**, Criminal Justice Information Systems Central Repository, 1201 Reisterstown Road, Pikesville, MD 21208-3899.
  - d. Costs associated with screening and security checks shall be borne by the Contractor, not by individual employees or applicants.
  - e. Applicants may be hired temporarily pending confirmation of no disqualifying criminal convictions from the Maryland State Police or FBI. **See Attachment #1** for Disqualification Criteria. Applicants hired temporarily pending completion of background check will not be issued building keys, may not perform any services in the Childcare Center or the playground, and must be under direct supervision during all work in occupied buildings.
  - f. Only workers cleared for and specifically assigned to the Childcare Center may enter that facility. Unauthorized personnel found in that facility are subject to immediate termination from the University's contract.
  - g. **Childcare clearance requires the applicant pass an FBI background check in addition to the Maryland State Police (MSP) background check.**

## **PART V. DEFINITIONS**

A. The following words and phrases, here appearing capitalized and in quotes, do for the purposes of this solicitation and resultant contract have the following

meanings:

1. "CHANGE ORDER" - A written order signed by the responsible procurement officer, directing a Contractor to make changes in implementation of the project.
2. "CONTRACTOR" - The person or organization having direct contractual relation with the University for the execution of the "Work." If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable.
4. "ENVIRONMENTAL, HEALTH & SAFETY FIRE SAFETY MANAGER (EHS FSM) OR ASSIGNED UNIVERSITY DESIGNEE" - The University's representative. This person will be responsible for the University for the overall management, administration, communication, and completion of the work.
5. "REPAIR" - is defined as replacing new pins, New U pins, New Gauges, New Mounting Brackets, New Seals and Gaskets, New Hoses, New Nozzles.
6. "TU or UNIVERSITY" - Refers to Towson University, a body corporate and an agency and instrumentality of the State of Maryland.
7. "WORK" - Work shall be understood to mean the furnishing of all labor, materials, equipment, services, utilities, and other incidentals necessary to the successful completion of the project and the carrying out of all the duties and obligations imposed by the Contract.

## **PART VI. PRICING**

### A. Unit Pricing

- A. Unit prices are requested on the Exhibit S – Bid/Proposal Form, for annual inspection and tagging, five (5) year inspection, twelve-year (12) inspection, hydrostatic test and, recharge by the following extinguisher type: 10 LB ABC, 5LB ABC, 2.5 G Class K.
- B. Additional unit rates are requested for the materials listed below. (No mark-up is permissible on the materials listed below):
  - a. New Pins
  - b. New U Pins
  - c. New Gauges
  - d. New Mounting Brackets
  - e. New Seals and Gaskets
  - f. New Hoses
  - g. New Nozzles
  - h. New 5 LB ABC Extinguisher
  - i. New 10 LB ABC Extinguisher
  - j. New 2.5 G Class K Extinguisher

### B. Material

- A. Any material required not priced above is non-unit price material and shall be reimbursed to the contractor at cost plus 10% mark-up. The mark-up for material, combined overhead and profit, shall be based on the cost of materials to the Contractor from his usual sources of supply with all usual trade practice discounts deducted. All cost discounts shall



- be deducted in determining material costs. The material mark-up shall remain constant for all contract years.
- B. The Contractor shall provide material as specified by the University from sources at the least cost when requested by the University.
  - C. TU is tax exempt, however, pursuant to "Exhibit A-2, Required Contract Provisions Construction & Maintenance", section 60, "Where a Contractor is required to furnish and install material in the construction of improvement to real property in performance of the Contract, the Contractor shall pay the Maryland sales tax and the exemption does not apply." TU will reimburse the contractor for sales tax that was charged for materials that were purchased by the contractor for use in TU projects.
  - D. Material costs will include only materials incorporated in or consumed by the work or materials surplus to the project needs, which may be approved for retention by the University.
  - E. Material from Contractor's Stock:
    - a. Contractor's/Company Stock is defined as bulk purchases made by the Contractor for its own stock to be used to provide material for numerous unspecified projects/customers. Items purchased specifically for university work are NOT considered company stock.
    - b. Material taken from the Contractor's stock shall be billed at the current market replacement costs as delivered to the Contractor, plus the Contractor's mark-up for materials.
    - c. Note that a special fee or merchandising fee for material taken from stock is not allowed under this Contract.
    - d. Receipts, or invoices for materials are required as back-up documentation with invoices.
    - e. If receipts, or invoices are not available, the Contractor shall provide an "Exhibit T – Contractor's Company Stock Affidavit," listing material description, quantity, unit cost, extended cost, mark-up and total cost, which shall certify that such materials were taken from their stock, that the quantity claimed was actually used, and that the price, transportation and handling of the materials as are claimed represent actual cost shall be submitted by the Contractor as proof of replacement cost.
  - F. University's right to furnish material
    - a. The University reserves the right to purchase material or job required merchandise, or to furnish such items from stock.
- C. Equipment:
- A. Usage of Contractor owned equipment shall be included in the unit rates.
  - B. Rental Costs
    - a. Rental charges for equipment are reimbursable. Contractor shall provide a receipt for the rental with their invoice. The mark-up for rental, combined overhead and profit, shall not exceed 15% over invoice price.
    - b. Invoice price includes any sales tax and supplier freight/handling/delivery charges. (Equipment Rental Mark-Up is to cover Contractor's overhead and profit only. The Contractor

may not add any charge for handling rental equipment. Time & labor of the Contractor's employees assigned to university work related to ordering, picking up, or handling rental equipment are included in the Contractor's labor charges for the job.)

- D. Unit rates shall be fully loaded inclusive of all costs including labor, Contractor owned equipment, training, overhead and profit and any other services necessary for and incidental to the execution and completion of the work.
- E. All unit rates shall be used in the development of the total evaluated bid amount.
- F. All unit rates shall remain fixed on an annual contract year basis.
- G. No mark-ups are allowed on any unit rates.

## **PART VII. GENERAL INFORMATION AND CONTRACTOR REQUIREMENTS**

- A. All work under this contract (inspections, testing, maintenance, repairs, replacements etc.) shall be completed during TU scheduled shifts. No other labor types, surcharges, fees etc. are allowed under this contract.
- B. Hours of Operation:
  - 1. Standard Scheduled Hours: 7:30am – 4:00pm, Monday through Friday.
  - 2. Most work shall be performed between the hours of 7:30 am and 4:00 pm, Monday through Friday. However, the University reserves the right to schedule the work for any time, including evenings and weekends based upon the University's needs. The University shall give sufficient notification to the contractor for such scheduling.
  - 3. All TU scheduled work shall be billed at the unit rate. There is no night or evening differential allowed on this contract.  
For example, work scheduled by TU outside of 7:30am - 4:00pm, Monday through Friday schedule, shall be billed at the same rate as work scheduled 7:30am - 4:00pm.
- C. TU reserves the right to instruct the Contractor to remove an employee from campus without cause.
- D. All Contractor personnel shall be dressed in uniforms displaying the company name and employee name.
- E. The terms and conditions of this solicitation and any contracts or purchase orders issued as a result of this document shall supersede and prevail over the terms and conditions contained on preprinted Contractor's documents such as quotes and invoices, etc.
- F. Security: The Contractor shall be responsible for maintaining the security of the University as it relates to the Contractor's employees.

## **PART VIII. GENERAL INFORMATION AND REQUIREMENTS**

- A. Subcontracting

Subcontracting is not permitted on this contract.

- B. Contractor's Access

Access routes, entrance gates, parking and storage areas, etc., shall be as directed by EH&S. The Contractor shall conduct all operations in strict

observation of the access routes and other areas as directed. Observance shall include any imposed time limitations.

C. Security

Keys to access buildings shall be available for sign-out on an as-needed basis, as determined by EH&S. Keys shall be signed out only by the Contractor's Key Personnel at the Work Control Office in the General Services Building and shall be returned before leaving campus each day. All Contractor employees working on campus shall wear a uniform with a visible picture identification badge.

D. Kick-Off Meeting

A Kick-Off Meeting shall be held between the University and the Contractor. The Contractor shall have proper representation at the conference. Topics to be discussed shall include contract requirements, projected schedules and administrative procedures. The same meeting will be held yearly at contract renewal.

E. Reports to the University

The Contractor shall promptly report in writing to the EHS FSM or assigned designee any existing conditions and/or circumstances resulting from acts of the University or University personnel which interfere with the proper performance of the work in accordance with the specifications. Upon receipt of such report the EHS FSM shall take immediate steps to have such conditions and/or circumstances investigated and corrected.

F. Equipment, Materials, Supplies, Etc.

The Contractor shall furnish all labor, equipment, materials, and supervision to perform all work under this contract. The Contractor shall have available all appropriate servicing manuals. The Contractor shall comply with all applicable National Fire Protection Association NFPA 2016 or most recent, Codes, in particular, NFPA-10 – Portable Extinguishers.

G. Clean Up and Arrangement

1. All tools, equipment and materials shall be secured at the end of each work period.
2. Before leaving any building upon completion of work, the Contractor's personnel shall turn off all lights except as directed otherwise and shall securely fasten or lock all entrances to buildings.

**PART IX. OPERATING SPECIFICATIONS**

A. Maintenance

1. The Contractor shall perform fire extinguisher services by adhering to NFPA 10 requirements. All extinguishers shall be thoroughly examined or maintained as defined by NFPA 10 in their regular location at intervals of not more than once a year.
2. Inspections, testing and routine repairs procedures shall include checking for the following once per year: (The date of the inspections shall be coordinated with the Contractor and the EHS FSM or assigned designee.)
  - a. Proper pressure and gauge reading
  - b. Broken or cracked hoses and gauges.
  - c. Broken safety seals or pins (tamper indicators)
  - d. Proper charge (fullness by weighing or lifting)
  - e. Clogged nozzles
  - f. Mechanical parts operation
  - g. Extinguishing agent
  - h. Expelling means
  - i. Obstruction to access or visibility
  - j. Date for hydrostatic test.
3. All extinguishers shall be marked with the appropriate inspection tickets on an annual basis.
4. If an extinguisher is in its proper location, and the Contractor overlooks performing the required maintenance and certification on the extinguisher, the Contractor shall be held responsible for performing the required maintenance/certification at their expense.
5. If an extinguisher has been moved from its designated location and the Contractor is unable to perform the required maintenance/certification, the Contractor shall notify the EHS FSM or assigned designee of the missing extinguisher. The cost of re-certification of that extinguisher shall be Towson University's responsibility.
6. The Contractor shall prepare a record of these once-yearly inspections. The record shall include the type of extinguisher, its location, and any pertinent comments. Copies of the record shall be forwarded to the EHS FSM within seven (7) working days after completion of the inspection. The form to be used shall be approved by the EHS FSM or assigned designee. All records shall be maintained by the Contractor for the duration of the contract.
7. Any unit needing a six (6) year inspection, or recharging shall be serviced at that time. Any unit requiring repair shall be replaced if is more than what is defined in Part V. A .5.
8. Hydrostatic tests shall be performed on all extinguishers that have not been tested within five (5) years, or lack of a sufficient test record, or show evidence of physical damage or abuse. Every six (6) years, stored

pressure extinguishers that require a twelve (12) year hydrostatic test shall be emptied and subjected to the applicable maintenance procedures per NFPA 10 – Hydrostatic Testing. It shall be the Contractor’s responsibility to determine which extinguishers need to be tested during the one-time annual inspection. Any extinguisher that does not meet the most current code requirements shall be removed from service, appropriate testing completed, and the extinguisher returned to service as referred to above.

**NOTE:** The Contractor shall be required to use a certified hydrostatic test station when the above service is required. The Contractor shall submit the certification number of their equipment they intend to use. No subcontracting is allowed. All hydrostatic testing shall be performed by persons trained in pressure testing procedures and safeguards and having available suitable testing equipment, facilities, and appropriate servicing manuals. **No pressure water types of fire extinguishers shall be utilized at Towson University.**

9. Certified documentation shall be provided to the EHS FSM or assigned designee, for any extinguisher the Contractor states shall be replaced. Fire extinguishers shall only be replaced at the discretion and approval of the EHS FSM or assigned designee at contract unit rates. Towson University is under no obligation to use the selected vendor to purchase fire extinguishers.
10. Inspecting the mechanical parts of the device (including shell and all components).
11. The amount and condition of the extinguishing agent.
12. The condition of the expelling means.

B. Recharging, Testing and Servicing

1. In addition to the once yearly inspection work, the Contractor shall be responsible for the recharging and servicing (e.g. – replacement of pins, gauges, gaskets, hoses, nozzles, etc. anything that can be done without taking the extinguisher out of service). NFPA 10 – Inspection, Maintenance and Recharging of those units which are designated as needing such service by the EHS FSM or assigned designee. .
2. The EHS FSM or assigned designee shall contact the Contractor to advise when service is required. The Contractor's key personnel shall report to the EHS FSM or assigned designee and shall be instructed as to which areas are to be visited. When extinguishers are returned, the key personnel shall again report first to the EHS FSM or assigned designee, where arrangements will be made to have University personnel available in the appropriate area.

3. The Contractor shall report to the campus within one (1) working day of the request from the EHS FSM or assigned designee. Extinguishers removed from the campus for recharging shall be returned within two (2) working days. Recharging and repairs shall be performed on site whenever possible. Extinguishers removed from campus shall be reported by number and type to the EHS FSM or assigned designee prior to being removed from campus. Extinguishers out of service by the Contractor for maintenance or recharge shall be replaced by spare extinguishers of the same type and at least equal rating.
4. All recharging of fire extinguishers shall be performed in accordance with NFPA 10 Recharging Procedures.
5. Recharged extinguishers shall be sealed and tagged with the required service information, dates of service (month/year) and initials of person servicing equipment shall be included.

## **PART X. IMPLEMENTATION PROCEDURES**

- A. The University reserves the right to issue a separate solicitation or request for quote for any work (rather than utilize this contract), and/or to assign its in-house staff or consultant to coordinate, manage, oversee, or serve as liaison on any work.
- B. In no instance shall work commence without prior written approval via a TU issued Purchase Order (if applicable). The Contractor shall be responsible for any work performed without prior written approval from the University.
- C. Quotes
  1. Quotes are not required for the following:
    - a. Unit price work:
      - (1) Inspect & Tag,
      - (2) Hydro Test,
      - (3) Recharge
      - (4) Five (5) Year Inspection
      - (5) Six (6) Year Hydro Test
      - (6) Twelve (12) Year Hydro Test
    - b. Unit Price Materials:
      - (1) New Pins
      - (2) New U Pins
      - (3) New Gauges
      - (4) New Mounting Brackets
      - (5) New Seals and Gaskets
      - (6) New Hoses
      - (7) New Nozzles
      - (8) New Five (5) LB ABC Extinguisher
      - (9) New Ten (10) LB ABC Extinguisher
      - (10) New 2.5 G. Class K Extinguisher
  2. Quotes are required for any non-unit price material(s) as well as any rental equipment.

3. All quotes shall be submitted to the EHS FSM or assigned designee . All quotes shall be not-to exceed time and material. All quotes must be on the contractor's letterhead and contain the following:
  - a. Reference Contract TU-2426
  - b. Schedule: Proposed start and end date of work
  - c. Description of work proposed and buildings/area(s) to be completed, including the Program (Program 7 or Program 8).
  - d. Price Breakout –
    - (1) Material - Material description, quantity, unit price and extended price plus mark-up.
    - (2) Equipment Rental – Equipment rental cost, plus park-up. (Quote for equipment rental shall be submitted with the Contractor's quote as back-up documentation).
  - e. Failure to adhere to these quote procedures may delay acceptance of quote and/or issuance of PO.

D. Invoicing

1. Payments to the Contractor pursuant to this contract shall be made no later than 30 days after the University's receipt of a proper invoice and back-up documentation from the Contractor. All invoices shall be submitted to [StraTUsAPinvoices@towson.edu](mailto:StraTUsAPinvoices@towson.edu), upon completion and acceptance of work to Towson University, Accounts Payable Department as instructed on the Purchase Order.
2. Separate invoices shall be submitted for Program 07 & Program 08.
3. Each invoice shall indicate the actual costs plus applicable mark-up(s). Invoices for additional materials must be in the same format as the quote, as defined in section Part X. 3. In addition, each invoice shall clearly state the following, as applicable:
  - a. Purchase Order number (if applicable), or project description
  - b. Building(s) name and Program number(s) where work was performed
  - c. Description of work performed
  - d. Date(s) – start and completion date of service
  - e. Unit Rates – TU-2426 contract unit rates for the appropriate contract year for all work performed (Unit rates defined in PART VI.A.)
  - f. Rental Equipment - Any equipment rental, total, plus applicable mark-up.
  - g. Material – Any Non-Unit Rate Material List material, unit price, extended price, and applicable mark-up.
  - h. Contractor Federal Tax ID number.
4. Copies of the following shall be submitted with invoices as back-up documentation:
  - a. Copies of receipts and/or invoices for non-unit rate materials indicating Contractor discount.
  - b. If receipts and or invoices cannot be provided for material from the Contractor's company stock an "Exhibit T- Contractor's Company Stock Affidavit" is required.
  - c. Copies of invoices for all rental equipment
  - d. Copies of invoices for all Subcontractors approved by the EHS FSM or assigned designee.

## PART XI. COVERED EQUIPMENT

<b>Building</b>	<b>10 lb ABC</b>	<b>5 lb ABC</b>	<b>2.5 g K</b>
Residence Tower	73		
Richmond Hall	18		
Newell Hall	15		
Newell Dining	19		5
Prettyman Hall	22		
Scarborough Hall	15		
Towsontown Garage	1		
CLA Annex	2		
Smith Hall	35		
Cook Library	62		
Van Bokkelen	17		
Media Center	19		
Power Plant	27		
Stephen's Hall	19		
Psychology	20		
Lecture Hall	6		
Hawkins Hall	28	47	
Burdick Hall	42	12	
CLA	45	5	
Linthicum Hall	34	14	
Health & Counseling Center	10		
General Services	31		
Enrollment	31	5	
Center for the Arts	57		
Towson Center	47		
Johnny Unitas ® Stadium	30		
Auburn House	8		
Landscaping Services	6		
Hazmat Shed		1	
Childcare	6		
SECU Arena	21		
Schuerholz Park	1		
Softball Park	1		
University Union	42		5
Tower "A"	33		
Tower "B"	31		
Tower "C"	34		
Tower "D"	34		
Glen Dining Hall	14		5
University Union	11		



Garage			
Glen Garage	2		
Parking Services	4		
Towson Run Apartments	43		
10 West	34		
West Village Commons	46		6
West Village Garage	36		
Administration	30		
7800 Bldg	25		
7400 Bldg	10		
Public Safety	15		
Transportation Annex	2		
Clara Barton House	27		
Frederick Douglas House	28		
*Harris (Paca)	30		
Marshall Hall	69		
Barnes (Carroll)	45		
TUNE	14		
Hidden Waters	9		
*Millenium	16		
*Tubman	30		
CHP	45		
401 Washington	4	26	
Armory	4	26	
Science	60		
Field House	6		
Soccer fields	0		
Totals	1601	136	21

## Attachment #1

### Category I

Examples of offenses which shall disqualify an applicant.

- Abduction
- Abuse or neglect of an adult
- Arson
- Assault with attempt to rape/robbery/murder/commit felony sex offense
- Assault-1<sup>st</sup> degree
- Burglary- 1<sup>st</sup> and 2<sup>nd</sup> degree
- Carnal knowledge
- Child abuse or neglect
- Child molesting
- Child molestation
- Car-jacking
- *Any* firearm violation
- Indecent exposure
- Kidnapping or Attempt
- Maiming
- Manslaughter- except involuntary
- Mayhem
- Murder or Attempt
- Narcotics-distribution (controlled dangerous substance)
- Narcotics -possession of all but marijuana, prescription violations and paraphernalia
- Rape/Attempted rape
- Robbery/Attempted robbery
- Sex offense (felony)
- Solicitation, conspiracy to commit, accessory to, or principal to any offenses listed under Education Article, section 6-113 or COMAR 13A.12.01.03.D
- Theft (felony)

### Category II

Examples of offenses which normally shall disqualify an applicant. However, if there is only *one* conviction of the offense that has occurred at least two years prior to the date of application, special consideration may be granted.

- Assault- 2<sup>nd</sup> degree
- Assault and battery
- Auto theft or unauthorized use
- Breaking and entering
- Burglary-3<sup>rd</sup> or 4<sup>th</sup> degree
- Conspiracy other than Cat. 1
- Counterfeiting
- Destruction of property
- Embezzlement
- Sex offense (misdemeanor)
- Perjury
- Possession of a weapon (other than firearm)
- Prostitution or Pandering
- Solicitation other than Cat. 1
- Shoplifting
- Theft (misdemeanor)

### Category III

Examples of offenses which normally shall result in disqualification if there have been *two* convictions. If there is only *one* conviction, it must be older than one year from date of application.

- Assault (verbal)
- Disorderly conduct
- Disturbing the peace
- Discharging weapon
- False pretense
- Forgery
- Fraud
- Gambling
- Loitering
- Manslaughter
- Parole violation
- Narcotics (marijuana)-use/possession of controlled dangerous substance, prescription violations and paraphernalia
- Petty larceny
- Resisting arrest
- Rouge/vagabond
- Threat
- Trespassing

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

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

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

**2. Hazard Communication Standard**

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

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

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

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

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

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

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

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

**3. Asbestos**

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

**4. Lead Paint**

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

**5. Fire Safety**

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

The Contractor will be responsible for the following:

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

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

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

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

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

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

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

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

## **6. Bloodborne Pathogens**

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

## **7. Confined Space Entry**

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

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

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

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

## **8. Respiratory Protection**

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

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

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

## 9. Waste Disposal

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

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

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

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

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

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

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

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

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

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

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

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

## 11. Wastewater/Sewer Discharge

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

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

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

## 12. Safety Training/Inspections/Meetings

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

## 13. Materials

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

## 14. Stormwater Pollution Prevention/Prohibition of Illicit Discharges

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

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

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

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

**a.** The following discharges are exempt from discharge prohibitions:

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

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

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

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

### **15. Prohibition of Illicit Connections**

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

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

### **16. Notification of Spills or Illicit Discharges**

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

### **17. Enforcement**

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

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

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

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

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

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

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

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

Company Name: \_\_\_\_\_

Date of Incorporation: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_

Type of Work Performed:

Number of Years in Business: \_\_\_\_\_

Other or former names under which your organization has operated: \_\_\_\_\_

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

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

Brief History of the Company:

Total Number of Employees: \_\_\_\_\_

Number of Field Employees (Excluding Supervisory): \_\_\_\_\_

Number of Field Supervisory Personnel: \_\_\_\_\_

Number of Office Personnel (Excluding Supervisory): \_\_\_\_\_

Number of Office Supervisory Personnel: \_\_\_\_\_

Bonding Co.: \_\_\_\_\_ Bonding Capacity: \_\_\_\_\_

Proposer: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Dollar Size: \_\_\_\_\_

Start Date: \_\_\_\_\_

Completion Date: \_\_\_\_\_

Client/Customer: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Project Manager: \_\_\_\_\_

Description of the Project:

Similarities Between this Project and TU Project:



Proposer: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Dollar Size: \_\_\_\_\_

Start Date: \_\_\_\_\_

Completion Date: \_\_\_\_\_

Client/Customer: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Project Manager: \_\_\_\_\_

Description of the Project:

Similarities Between this Project and TU Project:

Proposer: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Dollar Size: \_\_\_\_\_

Start Date: \_\_\_\_\_

Completion Date: \_\_\_\_\_

Client/Customer: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Project Manager: \_\_\_\_\_

Description of the Project:

Similarities Between this Project and TU Project:

Name of Bidder (Company): \_\_\_\_\_

Solicitation Number: \_\_\_\_\_

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

Due Date: \_\_\_\_\_

**Acknowledgement**

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

Addendum #1, issue date: \_\_\_\_\_

Addendum #2, issue date: \_\_\_\_\_

Addendum #3, issue date: \_\_\_\_\_

Addendum #4, issue date: \_\_\_\_\_

Addendum #5, issue date: \_\_\_\_\_

Addendum #6, issue date: \_\_\_\_\_

Addendum #7, issue date: \_\_\_\_\_

Addendum #8, issue date: \_\_\_\_\_

Addendum #9, issue date: \_\_\_\_\_

Addendum #10, issue date: \_\_\_\_\_

Addendum #11, issue date: \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PRINTED NAME**

\_\_\_\_\_  
**TITLE**

Project Name: \_\_\_\_\_

Project No.: \_\_\_\_\_

Bidder/Offeror Name: \_\_\_\_\_

Key Personnel Name: \_\_\_\_\_

Proposed Position Assigned: \_\_\_\_\_

**1. Educational Background**

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

**2. Employment History**

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

Employer	Dates of Employment (from/to)	Position Held

**3. Project References**

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

Contact Person	Company Name	Telephone & Email
Description of Project		

Contact Person	Company Name	Telephone & Email
Description of Project		

Contact Person	Company Name	Telephone & Email
Description of Project		

**4. Achievements/Other Notations** (Optional):

**5. Similar Project/Contract Experience**

List at least three (3) prior projects.

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

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

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

Project Name: \_\_\_\_\_

Project No.: \_\_\_\_\_

Bidder/Offeror Name: \_\_\_\_\_

Key Personnel Name: \_\_\_\_\_

Proposed Position Assigned: \_\_\_\_\_

**1. Educational Background**

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

**2. Employment History**

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

Employer	Dates of Employment (from/to)	Position Held

**3. Project References**

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

Contact Person	Company Name	Telephone & Email
Description of Project		

Contact Person	Company Name	Telephone & Email
Description of Project		

Contact Person	Company Name	Telephone & Email
Description of Project		

**4. Achievements/Other Notations** (Optional):

**5. Similar Project/Contract Experience**

List at least three (3) prior projects.

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

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

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

**Reference COMAR 21.05.08.08**

- A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B. "Person" has the meaning state in COMAR.21.01.01.01B (64) and includes a Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Proposal is made.
- C. The Offeror warrants, that except as disclosed in §D, below there is no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail- attach additional sheets if necessary):
- E. The Offeror agrees that if an actual or potential of interest arises after the date of this affidavit, the Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Offeror has taken and proposed to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been award and the performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED REPRESENTATIVE & AFFIANT**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PRINT NAME OF AUTHORIZED REPRESENTATIVE & AFFIANT**

\_\_\_\_\_  
**TITLE OF AUTHORIZED REPRESENTATIVE & AFFIANT**



Bidder's Name: \_\_\_\_\_  
 Project Title: Fire Extinguisher Service  
 Project Number: TU-2426-SBR

**Failure to properly complete each blank or any alterations/changes made to this bid form may be cause for rejection of this bid/proposal.**

Having carefully examined the solicitation documents, including all addenda acknowledged on Exhibit K attached hereto, being collectively referred to as the Contract Documents, and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to furnish all labor, materials and equipment required by the said documents for the entire work, all in strict accordance with the Contract Documents, for the sum of:

**Evaluated Cost of Project (Transferred from TU-2426-SBR Bid Worksheet):**

Base Bid/Basis for Award: \_\_\_\_\_  
 Words

Base Bid/Basis for Award: \$ \_\_\_\_\_  
 Numbers

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

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

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

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

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

**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: \_\_\_\_\_ Signed: \_\_\_\_\_

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

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



**CORPORATE PRINCIPAL**

Name Corporation: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Fax No.: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Federal Tax ID or Social Security No.: \_\_\_\_\_

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

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

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

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

**A. AUTHORIZED REPRESENTATIVE**

**I HEREBY AFFIRM THAT:**

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

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

Material Description	Quantity	Unit Cost	Extended Cost
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Contractor's Company Stock Subtotal			\$
Contractor's Company Stock Subtotal + Mark- Up (Include mark-up percentage applied on quote, mark-up NTE 10%)			\$
<b>Contractor's Company Stock (Subtotal + Mark-up)</b>			<b>\$</b>

**C. CERTAIN AFFIRMATIONS VALID**

**I FURTHER AFFIRM THAT:**

To the best of my knowledge, information, and belief, each of the affirmations, certification, or acknowledgments contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_ and executed by me for the purpose of Contractor's Company Stock cost certification remains true and correct in all respects made as of the date of this Contract Affidavit and is fully set forth herein.

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

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE & AFFIANT \_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME OF AUTHORIZED REPRESENTATIVE & AFFIANT

\_\_\_\_\_  
TITLE OF AUTHORIZED REPRESENTATIVE & AFFIANT

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

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

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

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

**.04 Delivery and Acceptance.** Delivery shall be made in accordance with the instructions set forth in the contract documents and/or solicitation. The University, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The University unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. 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 bid or proposal shall be delivered FOB the point or points specified prior to or on the date specified in the bid or proposal. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. The University reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

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

**.06 Nondiscrimination in Employment.** The Contractor agrees not to discriminate in any manner against an

employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment and to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause. Towson University's policies, programs, and activities comply with federal and state laws and University System of Maryland regulations prohibiting discrimination on the basis of race, color, religion, age, national origin, sex, disability, and sexual orientation.

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

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

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

**.10 Registration.** Pursuant to § 7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and

Taxation, 301 West Preston St., Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.

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

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

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

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

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

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

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

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

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

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

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

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

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

understands and agrees that the terms and conditions of this purchase order may not be waived.

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

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

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

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

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

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

**.30 Payment of State Obligations.** Payments to the Contractor pursuant to this contract shall be made no later

than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public entities, as applicable, are prohibited.

**.31 Software Contracts.** As specifically provided by § 21-104, Commercial Law Article, Annotated Code of Maryland, the parties agree that this contract shall not be governed by the Uniform Computer Information Transactions Act (UCITA), Title 22 of the Commercial Law Article of the Annotated Code of Maryland, as amended from time to time. This contract shall be governed by the common law of Maryland relating to written agreements, as well as other statutory provisions, other than UCITA, which may apply, and shall be interpreted and enforced as if UCITA had never been adopted in Maryland.

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

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

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

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

**.33 I-9 Requirement** Contractor warrants and represents that it is currently in compliance, and that during the term of this contract it will remain in compliance, with the Immigration

Reform and Control Act of 1986, and that it will obtain original valid employment verification documentation from all its employees on a timely basis as required by law and regulation. This requirement also applies to all subcontractors hired by Contractor.

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

<https://www.towson.edu/about/administration/policies/documents/policies/06-01-50-policy-on-the-reporting-of-suspected-child-abuse-and-neglect.pdf>

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

**.35 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.

**.36 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.

**.37 Non-Visual Access Clause.** The Contractor warrants that the information technology offered under this bid or proposal (i) provides equivalent access for effective use by both visual and nonvisual means; (ii) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (iii) 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 (iv) 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.

**.38 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.

**.39 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 any time 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.

**.40 Family Educational Rights and Privacy Act (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.

**.41 Insurance & Indemnification Provisions.**

**a.** The Contractor shall defend, indemnify and save harmless the University System of Maryland, its officers, employees and agents, from any and all claims, liability, losses and causes of actions which may arise out of the performance by the Contractor, employees or agents, of the work covered by the contract.

**b.** The Contractor shall secure, pay the premiums for, and keep in force until the expirations of the contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under the contract.

**(1)** Commercial General Liability Insurance including all extensions \$2,000,000 each occurrence;  
\$2,000,000 personal injury;  
\$2,000,000 products/completed operations;

\$2,000,000 general aggregate

(2) Workmen's Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland.

(3) If automotive equipment is used in the operation, automobile liability insurance of \$1,000,000 combined single limit, each accident.

(4) If food products are used in the operation, food products liability insurance, if not included in the Comprehensive, with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident.

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

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*.

#### **.42 Debarment and Suspension**

Contractor agrees that to the best of his/her knowledge and belief that vendor nor its principals or subcontractors are

presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction pursuant to Code of Maryland Regulations (COMAR) Title 21, Subtitle 08 and 2 CFR 200.213 and 2 CFR 180.