

INTEGRATED PEST MANAGEMENT (IPM) CONTROL**SOLICITATION NO.: TU-2527**

Prospective bidders/offerors who obtained this document from the university's website, e-Maryland Marketplace, or any source other than the procurement officer, should provide their names and email addresses to the procurement officer listed on the Key Information Sheet, to ensure receipt of addenda and other communications regarding the solicitation.

ISSUING OFFICE

Procurement Department
8000 York Road
Towson, MD 21252-0001

CAMPUS LOCATION: Directions to the university and a campus map can be found at the following link: <http://www.towson.edu/maps/index.html>

MINORITY BUSINESSES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION

INTEGRATED PEST MANAGEMENT (IPM) CONTROL

SOLICITATION NO.: TU-2527

KEY INFORMATION SUMMARY SHEET

IFB ISSUE DATE:	April 8, 2025
IFB ISSUING OFFICE:	Towson University Procurement Office
PROCUREMENT OFFICER:	Dominic Edet Phone: 410-704-3492 Email: dedet@towson.edu
PROCUREMENT OFFICE LOCATION:	Towson University Procurement Department Administration Building, 4 th Floor 7720 York Road Towson, MD 21204
DEADLINE FOR QUESTIONS:	April 18, 2025, 2:00 PM Eastern Time. Email questions to the Procurement Officer at dedet@towson.edu
CONTRACT TYPE:	Firm Fixed Price
PRE-BID CONFERENCE:	April 15, 2025, 10:00 AM Eastern Time Administration Building, 7720 York Rd, MD. Complete Exhibit P Pre-bid Response Form
BID CLOSING DATE/TIME:	April 28, 2025, 2:00 PM, Eastern Time
BID RESPONSES ARE TO BE SENT TO:	bids@towson.edu
PRIMARY PLACE OF PERFORMANCE:	Towson University 8000 York Road Towson, MD 21252
CONTRACT TERM	One (1) year base term w/one (4) years renewal option periods

NOTICE TO BIDDER/OFFERORS

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

Solicitation No.: _____ Solicitation Title: _____

If you have responded with a "no bid" please indicate the reasons below (check applicable boxes):

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the solicitation is not something we normally provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ The specifications are either unclear or too restrictive (explain below).
- ☐ The scope of work is beyond our current capacity.
- ☐ Doing business with Maryland Government Agencies is simply too complicated (explain below).
- ☐ We cannot be competitive (explain below).
- ☐ Time allotted for completion of the bid/proposal response is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/insurance requirements are prohibitive (explain below).
- ☐ MBE requirements (explain below).
- ☐ Bid/Proposal requirements (other than specifications or scope) are unreasonable or too risky (explain below)
- ☐ Prior experience with Towson University contracts were not profitable or otherwise unsatisfactory (explain below).
- ☐ Payment schedule too slow.
- ☐ Other: _____

Explanation: _____

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

Remarks: _____

Bidder/Offeror Name: _____

Contact Person: _____

Signature: _____ Date: _____

Address: _____

Email: _____ Phone: _____

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Attachment 2 - Disqualification Criteria
Attachment 3 – Estimated Dining Area Floor Drains
Indoor and Outdoor Green Specification GPC

Submittal Required Documents:

Attachment 4 - Bid Pricing Form
Exhibit B – Bid/Proposal Affidavit
Exhibit D – Sample Agreement
Exhibit F – Company Profile
Exhibit G – Firm Experience
Exhibit R - Conflict of interest Affidavit
Exhibit P - Pre-bid Response Form

SECTION I. MINIMUM QUALIFICATION

A. Bidder's Minimum Qualifications

The Bidder must provide proof with its Bid that the following Minimum Qualifications have been met.

- a) The Bidder shall have a minimum of five (5) consecutive years' experience providing integrated pest management services similar in size, scope and complexity and as detailed in the IFB. Experience of individual personnel in the Company or firm shall not count towards meeting this requirement.
- b) As proof of meeting the minimum requirement, the Bidder shall submit with its Bid, the firms experience and three (3) references from companies that can attest to the bidder's experience within the past five (5) years.
- c) The Bidder shall be licensed in the State of Maryland. As proof of meeting this, the bidder shall submit with its bid the required licenses and certifications as detailed in the IFB

TU reserves the right to request additional references or utilize references not provided by a Bidder.

B. Licenses And Qualifications of Bidders

- All Technicians shall be properly licensed and certified to handle, apply, and dispose of all pesticides in accordance with any and all applicable Local, State, and Federal Laws and Regulations. The Bidder must be licensed with the Maryland Department of Agriculture (MDA)

NOTE: The Bidder shall submit copies of current licenses and certifications with the bid

- All Service Personnel shall be properly trained in accordance with all applicable State and Federal Laws and Regulations and registered with the MDA in the category for which they are applying pesticides. The contractor shall submit copies of current licenses and certifications with the bid and shall remain licensed for the duration of the contract. Copies of all licenses and certifications that are renewed on an annual basis, while under contract to TU, shall be submitted to TU at the time they are issued.
- At a minimum, the Bidder shall be licensed with the MDA in the following Integrated Pest Management (IPM) Category:
 - a. Industrial
 - b. Institutional
 - c. Structural and Health Related – Household pests and insects found within a structure
 - d. Wood Destroying Insects
 - e. Wildlife and Rodent Control
 - f. Wildlife Damage Control Operator Permit
 - g. Maryland Pesticide Applicator Certification
 - h. Entomology and/or current professional certification from the Entomological Society of America (ESA).
 - i. Basic General Rodent, Termite, and Bird.

Contractor needs to provide business license(s) with submittal of bid. (One copy of the Pest Control Business License). The Contractor shall ensure that all pesticides, disinfectants, and chemicals are used according to product label and comply with all applicable OSHA, State and Federal Regulations.

SECTION II. CONTRACTOR REQUIREMENTS: SCOPE OF WORK

A. Summary Statement

Towson University (TU) is issuing this Invitation for Bids (IFB) to procure the services, of a qualified, licensed, commercial pest control contractor to perform the services specified in this IFB, from a Contractor between the successful bidder(s) and TU. The Contractor, shall furnish all labor, material, supplies and equipment necessary to perform professional Integrated Pest Management (IPM) services for the control and/or elimination of all pests within all buildings and in designated areas in and around the Towson University campus

- It is Towson's intention to obtain goods and services, as specified in this IFB, from a Contractor between the selected Bidder and Towson. The anticipated duration of services to be provided under this Contract can be found on the IFB Key Information Summary Sheet.
- TU intends to make a single award as a result of this IFB to a Contractor that can best satisfy the IFB requirement.
- This service shall include both the interior and the perimeters of the exterior of the building and grounds as necessary to eliminate pests and rodents etc.

Note: Certain rules apply to routine, and additional services, regarding the perimeters of the external and internal perimeters of the building as detailed in the IFB

- The primary focus of the Contractor is to make continuous efforts to rid the building of all pests and rodents and as defined in this IFB.

TU does not guarantee the Contractor that their services will be used consistently. The quantity provided in the bid form are for bidding purposes only. Approval of actual work schedule is at the sole discretion of TU depending on the requirement of TU. A list of locations where work shall be performed can be found in the IFB.

Bidders, either directly or through their subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Bidder (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

- Work shall be performed during normal business hours, 7:00 a.m. to 4:30 p.m., Monday through Friday. Prior arrangements must be requested and approved to any exception to the above normal working hours. Approved services performed outside of normal working hours without prior approval will not be paid.
- This Contract also includes an emergency callback service. TU may contact the Contractor 24 hours a day, seven days a week to report an emergency service request. Contractor must respond via phone within one (1) hour of the service request and advise the start time of the required on-site corrective action. The Contractor shall notify the Contract Manager or Designee upon arrival and when the work is complete. Emergency service shall be available 24 hours a day, 365 days of the year throughout the contract term and billed separately.
- To ensure prompt response to service requests and emergencies, Contractor staff, equipment and other resources shall be located close enough to the University to have a technician on campus within 2 hours.

B. Definitions

Integrated Pest Management (IPM): A pest management strategy that utilizes a wide range of Integrated Pest Management (IPM) methods or tactics in a way that minimizes economic, health and environmental risks.

Pesticides: are agents employed by humans to destroy or control pests.

Pest: means an insect, snail, slug, rodent, nematode, fungus, or any other form of terrestrial or aquatic animal life which normally is considered to be a pest or which the Department of Agriculture Secretary declares to be a pest. Examples include, but are not limited to ants, roaches, rats, mice, snakes, lizards, birds, wasps, squirrels, bees, etc.

FSSO: Facility Support Services Office (responsible for the administrative day-to-day management).

C. Responsibilities and Task

Provide all labor, material, supplies and equipment necessary to perform professional Integrated Pest Management (IPM) services for the control and/or elimination of all pests within all buildings and in designated areas in and around the Towson University campus.

- a. Pests include, but are not limited to, rodents, ants, roaches, beetles, ladybugs, box elder bugs, stinkbugs, crickets, flies, gnats, mosquitoes, spiders, silverfish, millipedes, centipedes, ticks, fleas, wasps, bees, hornets, and similar pests.
- b. Service shall include bedbug identification and treatment. The method of treatment(s) shall be at the discretion of TU.
- c. **Note:** Termite, and Wildlife Nuisance Pest such as birds, groundhogs, squirrels, bats, raccoons and snake etc., are considered additional services and requires prior approval. If approved, Contractor shall quote and bill separately in accordance with its' hourly rate.

Services shall comply with all applicable State of Maryland and Baltimore County Health regulations, and the Federal Environmental Pesticides Control Act. All personnel shall be certified applicators.

D. Administration

- a. University Description. The University is divided into two (2) operating programs, 07 and 08. Program 07 consists of administrative and academic buildings. Program 08, also known as Auxiliary Services, includes all residence and dining facilities as well as the University Union Building, West Village Commons, Childcare Center, Unitas Stadium and Athletic Fields.

Program 07 Buildings:

401 Washington Avenue	EHS Supply Building	Power Plant
7400 York Road – Institute for Well Being	Enrollment Services Building	Psychology Building
7800 York Road	General Services	Public Safety Building
Administration	Hawkins Hall	Science Complex
Auburn House	Health Professions Building (open Spring 2024)	Stephens Hall
Basic Needs Hub/CLA Annex	Landscape Services	Towson Armory

Burdick Hall	Lecture Hall	Towson Center
Center for the Arts	Liberal Arts	Van Bokkelen Hall
Cook Library	Linthicum Hall	
Cyber Security Center at 10West	Media Center	
Health & Counseling Centers at Ward/West		

Program 08 Buildings/Areas

7720 Café (Administration Bldg.)	Marshall Hall	Soccer Field
AuBon Pain/Hawkins Hall Café	Newell Den	Softball Field
Barnes Hall	Newell Dining Hall	South Campus Pavilion
Barton House	Newell Hall	Starbucks Café at Cook Library
Center for the Arts Concession Area	Parking Services Office at Union Garage	Towson Run Apts.
Childcare Center	Prettyman Hall	Towsontown Garage
Douglass House	Residence Tower	Transportation Annex Lot 10
Field Hockey Field	Residences at 10West Burke Avenue	Unitas Stadium bldgs.
Glen Dining Hall	Richmond Hall	University Union including food service areas
Glen Garage	Scarborough Hall	University Union Garage including Transportation Office
Glen Towers A-B-C-D	Schuerholz Park	West Village Commons including food service areas
Health Professions Cafe	Science Center Cafe	West Village Garage
Liberal Arts Concession Area	SECU/Towson Arena	

Refer to **Attachment 1: Building (SQ) Fact Sheet Simple 2023** for additional information. (It is the responsibility of the contractor to take accurate measurement of the area.

E. Addition/Deletion of Buildings and Areas

From time to time, the University may add or delete buildings or areas from the contract, temporarily or permanently. Any change to the contract shall require a contract modification.

F. Reporting and Documentation

1. Initial Inspection, Treatment and Report.

- i. Contractor shall thoroughly inspect interiors and exteriors of all buildings and campus grounds and locate any existing infestations and their sources/causes, focusing on vulnerable areas of the facility such as kitchens, lounges, concession areas, cafeterias, custodian closets, locker rooms, and rooms where food, water and clutter are present, and exterior storage sheds/buildings. Conditions conducive to pest infestation, harborage, building access must be identified.

- ii. The Contractor must present to FSSO a detailed report of findings, recommended control measures, and/or recommended treatments. In keeping with IPM guidance and recommendations (i.e. Maryland Department of Agriculture IPM in schools, GPC Approved Specification for Indoor Integrated Pest Management, etc.), Contractor shall utilize lowest-risk treatment options, with preference to nonchemical approaches.
- iii. Where the use of chemicals to eradicate or control infestations is necessary, the Contractor shall include in the initial report the site, pest, recommended pesticide, and reason for use.
- iv. Treatment shall proceed upon the approval of the FSSO, and if necessary, the University Environmental Health and Safety Office. No treatment or other work shall be completed without FSSO prior approval.
- v. Contractor shall perform inspection and furnish the finalized report of findings, recommended control measures, and/or recommended treatments, to FSSO for review within thirty (30) days of contract award.

2. Service Requests

Throughout the life of the contract the Contractor shall furnish and maintain logbooks for each of the dining facilities and cafés, as well as the University Bookstore, the vivariums in Liberal Arts and Science, the Basic Needs Hub, and other locations upon request. FSSO staff, the University Work Control Center, and University Housing and Residence Life personnel shall be able to contact the dedicated on-site technicians directly via phone, email or text to facilitate response to service requests.

3. Weekly Report

Contractor shall submit at the start of each week a report for the prior week identifying buildings or locations that required significant technician attention to correct or monitor a pest issue. For example, multiple reports of mice at a location, exclusion work performed, insect or rodent harborage identified and treated/excluded, etc.

4. Quarterly Quality Control Reviews.

Contractor shall attend mandatory quarterly meetings with FSSO and other key University personnel to discuss activity during the previous quarter. Contractor shall provide a report each quarter, indicating building- or location-specific conditions conducive to insect and rodent infestation (i.e., poor sanitation, excessive moisture, pest access points, etc.). The report shall include areas of concern from the on-site technician(s) and recommended corrective actions to be performed by the University or the Contractor

Contractor shall promptly report to FSSO, in writing, existing conditions and/or circumstances resulting from acts of the University or its personnel that interfere with proper performance of the contract as required herein.

G. Hazardous Materials and Spills

1. Any spill of more than one pint of a pesticide having an LD50/LC50-Rate less than or equal to 50 milligrams per kilogram (< 50mg/kg) shall be immediately reported to:

- University Police, 410-704-4444
- University Environmental Health and Safety Office, 410-704-3806
- FSSO, 410-704-6371/410-704-2486.

2. All other spills of over one gallon of any pesticide shall be immediately reported as above. Contractor shall also be responsible for removal and proper disposal of all spilled/contaminated material; decontamination of all non-movable/stationary items, surfaces, etc., and replacement of all damaged items, at no additional cost to the University.

H. Contractors Personnel

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, whether directly or through a subcontractor, 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 2" 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.
- h) Subcontractor Employees. Contractor must follow the same security procedures for all subcontractor employees assigned to the University, who will not be under the direct supervision of the contractor while working at the university. Written notification that the subcontractor is performing Maryland State Police check for security clearances must be received and approved by the Chief of Police or his/her designee before subcontracted personnel may begin work. Contractor will be liable for all actions of subcontractors or other supplemental labor assigned to the contract.

I. Motor Vehicle Operations

- a. Contractor shall conduct all operations in strict observation of the University's policies regarding access routes, entrance gates, parking and storage areas. Observance shall include any imposed time limitations. The Contractor shall be responsible for any and all parking violations.
- b. Driving gas-powered vehicles on university walkways is strictly prohibited.
- c. Contractor shall ensure that each employee and subcontractor who operates motor vehicles in and around the University has a valid MD Driver's License or equivalent.

II. Routine Services and Schedule

1. General

- a. Routine service visits shall be performed five (5) days a week, Monday through Friday. Two technician(s) shall be assigned to Towson's campus for regular service and requests –Monday-Friday. Special services for wildlife control, bed bugs, etc. shall be in accordance with bid prices applicable at the time of service and must be quoted/invoiced separately.
- b. University staff shall escort Contractor personnel when entering and servicing residence halls.
- c. FSSO shall schedule specific times for services in residence halls, dining facilities, and recreational areas, and may delete, postpone or add any services at then-current rates.
- d. Each Contractor technician shall inform FSSO upon arrival on campus, and upon completion of service.
- e. The FSSO shall communicate specific service requests to the on-site technician each service day via email, telephone or text. All service requests shall be logged electronically in the customer portal by the technician and include the location, pest activity, site conditions, photographs of pest-conducive conditions that require action, and specifics of service (placement of monitors or traps) or other treatment performed.
- f. The FSSO shall be informed and must provide authorization prior to the application of any pesticide.
- g. Contractor shall utilize electronic devices or technology to log all insect or pest activity, and scan each interior or exterior bait station, multi-catch trap, and zone monitor. Each routine service performed at the University shall indicate location-specific insect activity, contributing conditions, remediation needed, insecticides or rodenticides applied, and rodent activity. All information must be made available in a "customer portal" that allows the FSSO Manager and key university personnel on-line access to all details of pest management service performed each service day. All activity logs shall be updated in real time, and be in a reportable format, such as an Excel spreadsheet that can be manipulated to report needed activity information. This information shall also be part of the reports for the Quarterly Quality Control Review.
- h. Inspections and routine services shall include restrooms, storage/custodial areas,

hallways, stairwells, classrooms, public areas (i.e., reception, vending and lounge areas), food service areas, exterior of buildings, exterior storage sheds/buildings, university grounds and other areas as required. Individual offices and student residences shall be handled on a request basis. Inspections shall include placement of insect monitoring traps, identification of insect and rodent harborages and entry points, minor exclusion work to seal pest entry points, checking and maintaining fly lights and replacing bulbs as needed

- i. In the case that nuisance hornet or wasp activity is reported, the technician shall have appropriate equipment to handle the treatment and removal of the nest.
- j. In the case a honeybee colony is found by the technician or reported to be in/on a building or on university grounds, the technician shall report to the FSSO information about the exact location and size of the colony. The professional relocation of the colony off the premises shall be coordinated with the FSSO and University Maintenance. The Contractor shall provide FSSO a list of companies that perform colony relocation and companies that specialize in Structural Bee Removal in the case a colony is within a structure.
- k. All unsatisfactory work shall be corrected within one working day of notice by FSSO, or as otherwise agreed by the FSSO Manager.

2. Weekly Service to Food Service and Dining Areas

- a. Contractor shall inspect and service the following campus food service and dining areas weekly, beginning at 7:00 AM
 - 7720 Café (Administration Building)
 - Au Bon Pain/Hawkins Hall Café
 - Center for the Arts Concession Area
 - Glen Dining Hall
 - Liberal Arts café and Concession Area
 - Newell Den
 - Newell Dining Hall
 - Starbucks Café at Cook Library
 - Science Center Café
 - Health Professions Café
 - University Union food service areas, kitchens, and dining rooms
 - West Village Commons food service areas, kitchens, dining rooms

NOTE: Should a food service location experience a significant increase in pest activity, the pest control technician shall temporarily increase the frequency of service until the issue is again within acceptable thresholds. There shall be no increase in cost for this temporary increase in service.

- b. Contractor shall install and maintain the appropriate IPM insect monitoring traps in and under equipment, sinks, dishwashers, etc. where insect activity infestations are likely to occur. All trap locations must be mapped and kept in the logbook on site. If non-chemical monitoring reveals pest activity during weekly inspections, appropriate gel baits and insect growth regulators may be used if necessary. If a bait station must be used, it must

be communicated to an area supervisor, and signage applied near the location with the notice of pesticide application, the name of the pesticide applied, date of application, and a contact person for additional information. The FSSO shall be informed prior to any pesticide applications. Contractor shall treat all visible infestations and seal access points with copper mesh and matching caulking material so that the seal is not easily visible to onlookers. If access points, cracks, or voids are too large to easily seal, the void must be reported to the FSSO and to university maintenance for action.

- c. Contractor shall supply all exterior rodent stations, pest control “catch-all”, bait stations (interior and exterior), and similar equipment. The cost is to be included in the bid prices.
- d. Contractor shall routinely, each time a technician is performing routine service in a building, inspect and service University-owned insect lights and light traps in kitchen and loading dock areas. If an insect light needs to be installed or replaced, the contractor shall submit a cost proposal to the FSSO detailing the model number, unit cost and labor cost to install. A unit may be installed only upon FSSO approval.
- e. Contractor logbook at each food service/dining/cafe or other areas shall include treatment tickets and maps of rodent and pest monitoring equipment.
- f. Contractor shall only apply appropriate baits and insect growth regulators within each kitchen, food service and dining area if standard non-toxic IPM methods do not control pests, including roaches, rodents, etc.
- g. Gnats: the contractor shall determine and eliminate the source of a gnat infestation. Gnat attractant devices shall not be used unless approved by the FSSO.
- h. Rodent Control. Contractor shall install and maintain automatic trapping devices (catch-alls) in the receiving and food storage areas of each food service building and shall inspect and scan and date traps weekly. Contractor shall install a minimum of four tamper-resistant exterior bait stations in the receiving and dumpster area of each food service location, and inspect, scan and date stations not less than twice per month. Snap traps or non-toxic rodent monitor baits shall be used in exterior stations. The use of rodenticides shall be limited to only “as-needed”, and must be approved by the FSSO prior to application. Stations shall be securely affixed to surfaces by gluing or staking each station or using patio block. Dead rodents shall be removed from the premises and destroyed in accordance with local laws and ordinances.
- i. Drain Cleaning Services. Quarterly, and upon additional request of the University, Contractor shall provide drain cleaning services at campus food service and dining areas, using the appropriate enzyme cleaner to dislodge scum build-up where insects develop and breed. The product used shall be a blend of bacteria culture and free enzymes designed to prevent, reduce, and eliminate food sources that support insect infestation, and shall be approved by TU Environmental Health and Safety Department prior to use. Note: in the case that significant debris is present in the drain that would limit the effectiveness of the enzyme cleaner, the pest technician must inform the FSSO and have

university maintenance personnel clean the drain of debris prior to enzyme treatment. The specific location of drains requiring maintenance attention must be noted in the technician field notes for that location.

Refer to “**Attachment 3 – Estimated Dining Area Floor Drains.**”

3. Twice Per Month Service.

- a. Contractor shall provide twice-monthly routine inspection and monitoring with insect monitors and traps, and if indicated by monitoring, treat with appropriate gel baits and insect growth regulators, in the following buildings/areas:
 - Burdick Hall swimming pool and storage areas
 - Health and Counseling Centers at Ward/West
 - Auburn House
 - Child Care Center
 - Basic Needs Hub at the Liberal Arts Annex
- b. Child Care Center. Children occupy the center 7:30am to 5:30pm Monday through Friday. Contractor may perform inspections and place traps, monitors or baits out of reach of children while the center is occupied. Contractor may not apply pesticides while children occupy the building and shall provide two days’ advance notice for pesticide application, including reason, common name of pesticide to be applied, MSDS and potential adverse effects, and location, date and time for application.

4. Monthly Service – Interior.

Contractor shall provide, on a rotating basis, not less than once per month, routine inspection, monitoring and treatment (if indicated) with least-toxic methods. Contractor shall furnish, within 10 days of contract award, a rotation schedule for buildings to be inspected at each weekly visit.

Program 07	Program 08
401 Washington Avenue	Barton House
7400 York Road – Institute for Well Being	Barnes Hall
7800 York Road	Douglass House
Administration	Field Hockey Field
Basic Needs Hub at LA Annex	Glen Garage
Burdick Hall	Glen Tower A
Center for the Arts	Glen Tower B
Cook Library	Glen Tower C
Cyber Security Center at 10West	Glen Tower D
EHS Supply Building	Marshall Hall
Enrollment Services Building	Newell Hall
General Services Building	Parking Services Ofc at Union Garage
Hawkins Hall	Prettyman Hall
Health Professions Building	Residence Tower
Landscape Services	Residences at 10 West Burke Ave
Lecture Hall	Richmond Hall
Liberal Arts	Scarborough Hall
Linthicum Hall	Schuerholz Park
Media Center	SECU/Towson Arena
Power Plant	Soccer Field

Psychology Building	Softball Field
Public Safety Building	South Campus Pavilion
Science Complex	Towson Run Apartments
Stephens Hall	Towsontown Garage
Towson Armory	Transportation Annex – Lot 10
Towson Center	Unitas Stadium Buildings
Van Bokkelen Hall	University Union
	University Union Garage
	West Village Commons
	West Village Garage

5. Bait-Safe Maintenance

The university has installed in-wall “Bait-safe” stations with Glen Dining Hall surrounding the dish room. These stations must be inspected and baited monthly as needed for rodents and insects. The price to maintain these stations shall be invoiced monthly at the price provided on the bid sheet. The university may have additional Bait-Safe Maintenance locations installed in the future in other food service locations which would require monthly service at the bid price in effect at the time of installation.

6. Monthly Service – Exterior and Grounds.

Contractor shall provide monthly site inspections to include building exteriors, exterior storage sheds/buildings, and nearby landscape areas for activity and conditions conducive to pests. Contractor must communicate with onsite maintenance personnel to determine if they have seen evidence of pests. The contractor will inspect and perform treatment as indicated of rodent burrows around all buildings and campus grounds, and at all storm drains on campus. If rodent burrows are active near a residence hall, Contractor shall, upon FSSO approval, install tamper-resistant exterior decorative landscape rodent bait stations, securely attached to patio block on the soil or building. Contractor shall maintain and monitor these stations monthly entering the information into the customer portal.

7. Quarterly Service – Steam Tunnel.

The steam tunnel is a utility tunnel that runs south to north under Stephens Hall, Richmond Hall and Newell Hall. Contractor shall provide steam tunnel inspection and treatment, if indicated, along the length of the tunnel on a quarterly schedule. A Towson University maintenance escort is required to access the space. A hardhat is required. The application of traps or bait requires a follow up inspection the next week. Tunnel inspections may be required between scheduled quarterly visits if it is suspected a contributing factor to a pest problem in the buildings above it.

8. Semi-Annual Scheduled Extermination Services.

Residence facilities shall be treated twice per year, as follows:

- a. **January Minimester:** As scheduled with the FSSO, Contractor shall inspect and treat, if indicated, using least-toxic methods, all common areas, including hallways, lounges, kitchens, laundry rooms, etc., and all Maintenance closets and Storage areas in each residence facility. The use of baits/insect growth regulators shall require the approval of the FSSO and shall be applied using a crack and crevice method. Rodent activity in these areas shall be identified, treated with appropriate materials to eliminate the infestation, and openings sealed using non-corrosive materials. Access to restricted maintenance and storage areas is to be coordinated with the FSSO.

- b. **Summer:** As scheduled with the FSSO, Contractor shall inspect and, if indicated, treat, each student room in every residence facility for rodents and other pests. Technician(s) shall enter each and every student room to identify and treat rodent harborage and properly seal openings using non-corrosive material. Technician(s) shall treat all openings with appropriate materials to eliminate rodent infestation in areas with activity. Technician(s) shall inspect, and treat if indicated, all common areas with appropriate materials using least-toxic methods.

K. Bedbug Inspection and Treatment

- a) Contractor shall be capable of performing chemical and thermal/heat treatment for bedbug issues. Selection of a treatment method shall be at the sole discretion of the University.
- b) The University will not eliminate or adjust sprinkler heads within any University building to accommodate a treatment plan or compromise a fire alarm system during bedbug treatment in a University building.
- c) Contractor technician shall initially inspect rooms suspected of having bedbug issues during weekly routine service visits.
- d) If a bed bug infestation is suspected, Contractor shall install monitoring devices in treatment areas.
- e) Adjacent space inspections may be required if circumstances indicate. Treatment shall then be planned accordingly for the affected areas.
- f) Upon request, Contractor shall provide in-service training to university departments including, but not limited to, Housing and Residence Life, Facilities Management, Dining Services, and Maintenance.

L. Emergency Service

- a. Contractor shall respond to emergency service requests within four (4) hours after a University call, seven days a week, 24 hours a day.
- b. Billing for emergency response services, other than as provided during routine daily services, shall be in accordance with the hourly rate for emergency service proposed on the Bid/Price Worksheet; no mileage or travel time shall be billed or paid.

END OF SECTION II

SECTION III. CONTRACTOR GENERAL REQUIREMENTS

A. Uniforms And Identification Badges

All pest control employees must wear uniforms bearing the company name/logo. Uniforms shall not be torn, stained or dirty at the beginning of the work period. The identification badges shall be furnished by the Vendor and shall be worn by all of the Vendor's employees while at the facility. The ID badge shall have the employee's picture, name and signature as well as the Contractor's name or logo. A Contractor-issued photo ID badge shall be worn on the front of the uniform at all times. Upon award, Contractor shall furnish to FSSO a written/photo description of its uniforms, company logo, and employee ID badges.

B. Contractor's Organization and Chain of Command

1. Within ten (10) working days upon award of this contract, the Contractor shall submit an organization chart to TU Project Manager that clearly identifies the positions of personnel who will be used to service this contract, beginning with the highest position in his or her chain of command and list in descending order his or her subordinate positions that will manage or supervise this contract.
2. The organizational chart shall be updated each time there is a change in personnel.

C. Customer Portal

Contractor shall have a user friendly online "customer portal" where all site inspections, technician comments, site-specific dated technician photographs, and details of services provided are easily accessible to the FSSO and authorized university personnel. The portal shall have the capability to produce comprehensive report for the campus, as well as reports for specific locations, date ranges, treatments provided, etc. to clearly show issues, trends, and treatment approach effectiveness. Contractor must submit documentation that describes the portal, its use and capabilities, and copies of reports available through the customer portal.

D. Work Initiation Conference

Prior to beginning contract initiation, Contractor key personnel shall attend a work initiation conference at the University to review contract requirements, projected schedules, administrative procedures, building locations, and procedures for handling/disposal of chemicals and submission of Material Safety Data Sheets (MSDSs).

E. Invoices

- a. Payments to the Contractor pursuant to this contract shall be made no later than 30 days after the University's receipt of a proper invoice from the Contractor. All invoices shall be submitted to **StraTUAPinvoices@towson.edu** upon completion and acceptance of work to Towson University, Accounts Payable Department as instructed on the Purchase Order.
- b. Contractor shall submit at the end of each calendar month, separate invoices for service provided for Program 07 and Program 08, as well as any emergency service, wildlife service, or other special service. All invoices shall be itemized and include all location-specific service tickets and related correspondence if applicable.
- c. Each invoice shall be on contractor letterhead and include the following:
 - (1) Purchase order number (if applicable) and Contract Number TU-24XX

- (2) Price breakout in accordance with Contract pricing, including all back-up documentation e.g. – daily work tickets listing position, number of hours worked, receipts for materials and rental equipment etc.
 - (3) Building name(s)
 - (4) Date services were completed
 - (5) Service tickets with applicable university signature
 - (6) Contractor Federal Tax I.D. Number
- d. In addition to the invoice requirements listed above, invoices that include pesticide application must also include the following:
- a) Pesticide label copy and amount used
- e. Failure to adhere to these invoicing procedures may result in delay of payment.

F. Environmentally Preferable Purchasing and Green Purchasing Reporting

1. **The State of Maryland is committed to purchasing environmentally preferable products and services (EPPs).** Maryland's State Finance & Procurement Article §14-410 defines environmentally preferable purchasing as "the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods or services that serve the same purpose." Accordingly, Bidders are strongly encouraged to offer EPPs to fulfill this contract, to the greatest extent practicable.
2. **The State of Maryland requires, at a minimum, from the Contractor annual sales data over the life of this contract; the State also reserves the right to request quarterly sales data over the life of this contract.** The report shall include at a minimum, details about the third-party sustainability certifications and other environmental attributes of products and services sold on this price agreement per the contract specifications.

All environmental benefit claims made by the Contractor concerning products or services offered on this contract must be consistent with the [*Federal Trade Commission's Guidelines for the Use of Environmental Marketing Claims*](#)

END OF SECTION III

SECTION IV. BID SUBMISSION AND INSTRUCTIONS

A. Questions and Inquiries

Bidders shall direct all communications regarding this solicitation to the Procurement Officer, in writing (email preferred), not later than the date indicated on the Key Information Summary Sheet. Addenda, if required, will be posted to Towson University's Bid Board.

B. Bid Due Date

Bids must be received at the Issuing Office by date and time indicated on the Key Information Summary Sheet. Requests for extensions will not be granted. Late bids, late requests for modification, or late requests for withdrawal will not be considered. Unless specifically requested, bids submitted by fax or other electronic devices will be rejected.

C. Revisions to IFB

1. The University reserves the right to amend this solicitation at any time prior to the bid due date. If it becomes necessary to amend any part of this solicitation, the procurement officer will furnish addenda to all prospective bidders known to have received a copy of this IFB.
2. Each bidder shall acknowledge the receipt of all addenda issued and enclose it with the bid.

D. Bid Modification or Withdrawal

Bids may be modified or withdrawn by written notice received at the Issuing Office before the bid opening date and time.

E. Cancellation Of Solicitation/Rejection of All Bids

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

F. Incurred Expenses

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

G. Arrearages

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

H. Verification of Registration and Tax Payment

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

I. Economy of Preparation

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

J. Public Information Act Notice

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

K. Execution of Bids

Bids shall be typewritten or written legibly in ink, and signed in ink as follows, depending on the bidder's form of business organization:

1. Sole Proprietorship. Proprietor shall sign full name, with address.
2. Partnership and Joint Venture. Submit the bid/price proposal form in the name of the partnership or joint venture. Clearly state the partnership name and the identity of each general partner, and execute all affidavits and certificates on behalf of the partnership, or on behalf of each general partner. No provision of any agreement among partners will be binding on the University unless it is disclosed in the Bidder's proposal. Reasonable evidence satisfactory to the University of the authority of one partner to bind other purported partners is required. Include a copy of the partnership agreement, if one exists. If no partnership agreement exists, and if the number of general partners is reasonably small, each general partner should execute all required documents. At the University's option, all general partners may be required to sign. Failure to present the University with satisfactory information concerning a purported partnership or joint venture may be grounds for bid rejection.
3. Corporation. An officer or authorized agent of the corporation shall sign with full name, indicate title, and include the name and address of the corporation. In the case of an authorized agent, enclose a letter from an officer of the corporation authorizing said individual to act on behalf of the corporation.

L. Discrepancies, Explanations and Clarifications

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

M. Order of Precedence

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

1. The contract executed by the parties and/or Purchase Order issued by the University;
2. The solicitation, including Exhibit A - Required Contract Provisions and all other Exhibits; and
3. The bid as submitted by bidder and accepted by the University.

No modifications to this order of precedence will be accepted.

N. Required Contract Provisions

Bids submitted, and contract(s) executed with the successful bidder, are subject to Exhibit A and Exhibit A-1 (if applicable).

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

O. False Statements

Bidders are advised that the Annotated Code of Maryland provides that in connection with a procurement contract, a person may not willfully: Falsify, conceal or suppress a material fact by any scheme or device; make a false or fraudulent statement or representation of a material fact; use a false writing or document

that contains a false or fraudulent statement or entry of a material fact; or aid or conspire with another person to commit any of the aforementioned acts. A person who violates these provisions is guilty of a felony, and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years, or both.

P. Payment to the Contractor

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

If the contract is a maintenance service/service contract, at the end of each calendar month, the Contractor shall render to the Accounts Payable Office, its invoice, to StratusAPinvoices@towson.edu.

Q. Vendor Electronic Funds Transfer Registration

Contractors of the State are required to complete a COT/GAD Form X-10, *Vendor Electronic Funds Transfer (EFT) Registration Request Form*, for each new contract with a value greater than \$200,000. Vendors must register for EFT by submitting a completed COT/GAD Form X-10 to the Comptroller's General Accounting Division (GAD) or request an exemption from GAD. The revised form is on the Comptroller's Web site at

http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Electronic_Funds_Transfer/

R. Reciprocal Preference

While Maryland law does not authorize state agencies to favor resident bidders, other states grant preferences to their residents over Maryland businesses. Therefore, a resident business preference may be given to a Maryland firm if: A responsible bidder whose headquarters, principal base of operations, or principal site that will provide the services required by this IFB is located in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and the preference does not conflict with a Federal law or grant affecting the contract. The preference given shall be identical to the preference that the other state gives to its residents.

S. Intergovernmental Cooperative Purchasing

The University reserves the right to extend the terms, conditions, and prices of the contract awarded pursuant to this solicitation to other institutions of the University System of Maryland, and to other state educational institutions (e.g., St. Mary's College, Morgan State University, and Baltimore City Community College) and public agencies with similar requirements. Each such entity will issue its own purchasing documents; Towson University assumes no contractual obligations on behalf of other users of its contracts.

T. Parking

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

U. 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.

V. Duration Of Bid Offer

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

W. Procurement Method

This solicitation shall be conducted in accordance with the provisions of the *University System of Maryland (USM) Procurement Policies and Procedures*. The procurement method is Competitive Sealed Bidding.

X. Award

The University will recommend for award a responsive bid from the responsible bidder submitting the most favorable evaluated bid price for the requirement(s) herein.

Y. Multiple Bid or Alternate Bids

Unless multiple or alternate bids are specifically requested in the solicitation, they will not be accepted.

END OF SECTION IV.

SECTION V. BID SUBMISSION REQUIREMENTS

A. Organization Of Bids

1. Bids must be submitted electronically no later than the date and time indicated on the Key Information Summary Sheet.
2. Submit via e-mail as an attachment. The e-mail address in which to submit the bid is bids@towson.edu. This e-mail address is for the receipt and storage of authorized Bids **ONLY**. It is not monitored for any other type of correspondence. All other correspondence should be directed to the appropriate procurement representative per the instructions contained in this document. The solicitation title and number must appear in subject line of email along with your company name.
3. 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.
4. If technical data, product literature, or brochures are needed to supplement the bid, enclose those materials after the last required form.
5. Bids that are incomplete or that deviate from the format required in this section may be rejected.

B. Submittal Requirements Checklist

Each bid must include the following documents in their bid:

1. **Bid Pricing Form**, completed in accordance with the requirements.
2. **Exhibit B, Bid/Proposal Affidavit**, executed in accordance with the IFB
3. **Exhibit F, Company Profile**, brief description of company's profile
4. **Exhibit G, Firm Experience**, duplicate Exhibit as necessary

C. Contract Affidavit

The Contract Affidavit is for information purposes only. If a contract is awarded as a result of this procurement, only the successful bidder must complete the Contract Affidavit.

D. Evidence Of Bidder Responsibility

The University may require any bidder to furnish additional information regarding past performance, financial capacity, technical expertise, or other qualifications bearing on performance of the contract, and reserves the right to consider any information otherwise available, or to make such additional investigations as it deems necessary to confirm the responsibility of any bidder.

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

1. Affirmation - Contingent Fees

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

2. Affirmation - Debarment

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

3. Affirmation Regarding Debarment of Related Entities

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

4. Affirmation - Non-Collusion

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

5. Affirmation Regarding Bribery Convictions

The offeror warrants that neither it nor any of its officer, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

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

6. Affirmation Regarding Other Convictions

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

7. Affirmation Regarding Sub-Contractors

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

8. Affirmation - Drug and Alcohol Free Workplace

The contractor warrants that the contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that

the contractor shall remain in compliance throughout the term of this contract.

9. Certification of Corporation Registration and Tax Payment

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

10. Affirmation - Financial Disclosure

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

11. Affirmation - Political Contribution Disclosure

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

12. Contract Affidavit

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

13. Affirmative Action

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

14. Amendments and Modifications

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

15. Civil Rights Act of 1964

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

16. Compliance with Laws

The Contractor hereby represents and warrants that:

- a. It is qualified to do business in the State of Maryland, and that it will take such action, as from time to time hereafter, may be necessary to remain so qualified;
- b. It is not in arrears with respect to the payment of any monies and owing the State of Maryland, or any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract;
- c. It shall comply with all federal, State and local laws, ordinances applicable to its activities and obligations under the contract; and;
- d. It shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any, necessary to the performance of its obligations under the contract.

17. Compensation and Method of Payment

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

18. Confidentiality; dissemination of Information

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

19. Conflict of Interest Law

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

20. Contract Modifications and Changes

- a. The procurement officer unilaterally may, at any time, without notice to the sureties, if any, by written order designed or indicated to be a change order, make any change

in work within the general scope of the contract, including but not limited to changes:

- (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) In the State-furnished facilities, equipment, materials, services,
or site; or
 - (4) Directing acceleration in the performance of the work.
- b. Any other written order or an oral order, including a direction, instruction, interpretation or determination, from the procurement officer that causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the procurement officer written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.
 - c. Except as herein provided, no order, statement, or conduct of the procurement officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.
 - d. Subject to paragraph f., if any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change under (b.) above shall be allowed for any costs incurred more than 20 days before the Contractor gives written notice as therein required; and provided further, that in the case of defective specifications for which the State is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.
 - e. If the Contractor intends to assert a claim for an equitable adjustment under this clause, he shall, within 30 days after receipt of a written change order under a. above or the furnishing or written notice under b. above, submit to the procurement officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the University. The statement of claim hereunder may be included in the notice under b. above.
 - f. Each contract modification or change order that affects contract price shall be subject to the prior written approval of the procurement officer and other appropriate authorities and to prior certification of the appropriate fiscal authority of fund availability and the effect of the modification or change order on the project budget or the total construction cost. If, according to the certification of the fiscal authority, the contract modification or change order will cause an increase in cost that will exceed budgeted and available funds, the modification or change order may not be made unless sufficient additional funds are made available or the scope of the project is adjusted to permit its completion within the project budget.

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

21. Contractor's On-Site Representative

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

22. Contractor's Invoices

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

23. Cooperation with University and State Representatives

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

24. Cost and Price Certification

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

- a. A negotiated contract, if the total contract price is expected to exceed \$100,000 or a smaller amount set by the procurement officer; or
- b. A change order or contract modification, expected to exceed \$100,000 or a smaller amount set by the procurement officer.
- c. The price under this contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

25. Delays and Extensions of Time

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

require the consent and approval of the Contractor's bondsman or surety.

26. Delivery and Acceptance

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

27. Disputes

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

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

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

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

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

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

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

provides evidence of receipt. The procurement officer's decision shall be deemed the final action of the University.

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

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

28. EPA Compliance

Materials, supplies, equipment and services shall comply in all respects with the federal Noise Control Act of 1972, where applicable. Power equipment, to the greatest extent possible, shall be the quietest available. Equipment certified by the US EPA as a Low Noise Emission Product pursuant to the Federal Noise Control Act of 1972 shall be considered to meet the intent of the regulation.

The Contractor must supply and have immediately available to their employees spill containment equipment/supplies necessary to contain any hazards it may introduce to the job site. The Contractor is responsible for any and all costs incurred by the University in remediating spills or releases of materials introduced onto the job site.

Depending on the nature of the contract, the additional environmental and safety provisions contained in Exhibit A-1 may also be required

29. FERPA

The Parties agree to maintain the privacy and security of personally identifiable educational records and health information and to prevent disclosure in compliance with Federal laws.

30. Gramm-Leach-Bliley Act of 1999

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

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

b. The Contractor represents and warrants that it will, for so long as it retains nonpublic personal information, implement and maintain in place the necessary information security

policies and procedures for (i) protecting the confidentiality of such nonpublic personal information, (ii) protecting against any anticipated threats or hazards to the security or integrity of such nonpublic personal information, and (iii) protecting against the unauthorized access to or use of such nonpublic personal information. These terms apply to all subcontractors employed by the Contractor who perform work under the scope of the agreement.

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

31. Inspection by the University

The University may provide for inspection, at any time, of any part of the Contractor's work, and of any of the materials, supplies or equipment which the Contractor may have on hand or in the building. The Contractor shall provide adequate cooperation with any inspector assigned by the University to permit the inspector to determine the Contractor's conformity with these specifications and the adequacy of the work being performed.

32. Intellectual Property

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

33. Indemnification

The University shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this agreement.

34. Insurance and Indemnification Provisions

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

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

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

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

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

(5) 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*.

35. I-9 Requirement

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

36. Local Conditions Covering Work

The Contractor shall cooperate with those in authority on the premises to prevent the entrance and exit of all workmen and/or others whose presence is forbidden or undesirable and in bringing, storing or removal of all materials and

equipment, to observe all rules and regulations in force on the grounds, to avoid unnecessary dust or accumulated debris or the undue interference with the convenience, sanitation or routine of the University and to prevent the loss of, or damage to the property of the University and/or its employees. The Contractor shall repair any and all damage he may cause to the building or property, to the full satisfaction of the University.

37. Mandated Contractor Reporting of Suspected Child Abuse & Neglect

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

<https://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.

38. Maryland Law Prevails

The contract shall be governed by the laws of the State of Maryland. The parties agree that exclusive jurisdiction shall reside with the state and federal courts in the State of Maryland.

39. Non-Hiring of Employees

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

40. Non-Discrimination

The Contractor will comply with all applicable Federal and State laws, rules and regulations involving non-discrimination on the basis of race, color, creed, religion, national origin, age, sex, political affiliation, marital status, veteran status, condition of disability, or other non-merit factor. In addition, Towson University's policies, programs, and activities comply with federal and state laws and University System of Maryland regulations prohibiting discrimination on the basis of race, color, religion, age, national origin, sex, disability, and sexual orientation. Provisions for reasonable accommodations shall be made by the Contractor for handicapped applicants and qualified handicapped individuals.

41. Non-Visual Access

The bidder or offeror warrants that the information technology offered under this bid or proposal (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The bidder or offeror further warrants that the costs, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 5 percent.

For purposes of this section, the phrase "equivalent access" means that the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

42. Ownership of Documents and Materials

The Contractor agrees that all documents and materials including, but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanical, artwork, and computations prepared by or for it under the terms of the contract shall at anytime during the performance of the services be made available to the University upon request by the University and shall become and remain the exclusive property of the University upon termination or completion of the services. The University shall have the right to use same without restriction or limitation and without compensation to the Contractor other than that provided by the contract. The University shall be the owner for purposes of copyright, patent or trademark registration.

43. Patents, Copyrights and Trade Secrets

a. If the Contractor furnishes any design, device, material, process or other item which is covered by a patent or copyright or which is proprietary to or a trade secret of another, Contractor shall obtain the necessary permission or license to use such item.

b. Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by Contractor infringes any patent, trademark, copyright, or trade secret. Contractor also will pay all damages and costs that by final judgment may be assessed against the State due to such infringement and all attorneys' fees and litigation expenses reasonably incurred by the State to defend against such a claim or suit. The obligations of this paragraph are in addition to those stated in paragraph c.

c. If any products furnished by Contractor become, or in Contractor's opinion are likely to become, the subject of a

claim of infringement, Contractor will, at its option: (1) procure for the State the right to continue using the applicable item; (2) replace the product with a non-infringing product substantially complying with the item's specifications; or (3) modify the item so it becomes non-infringing and performs in a substantially similar manner to the original item.

44. Payment of State Obligations

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

45. Policies and Procedures

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

46. Responsibility of Contractor

a. The Contractor shall perform the services with that standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar to the services hereunder.

b. Notwithstanding any review, approval, acceptance or payment for the services by the University, the Contractor shall be responsible for professional and technical accuracy of its work, design drawings, specifications and other materials furnished by the Contractor under the contract.

47. Responsibility for Claims and Liability

The Contractor shall be responsible for all damage to life and property due to its activities or those of its agents or employees, in connection with the services required under the contract. Further, it is expressly understood that the Contractor shall indemnify and save harmless the University, its officers, agents, and employees from and against all claims, suits, judgments, expenses, actions, damages and costs of every name and description, including reasonable attorney's fees and litigation expenses arising out of or resulting from the negligent performance of the services of the Contractor under the contract.

48. Responsibility for Damage

a. The Contractor shall repair and restore to its original condition any equipment, materials or surfaces damaged by its operations.

b. The Contractor shall be entirely responsible for any loss or damage to its own materials, supplies, and equipment, and to the personal property of its employees while they are in the building.

c. The Contractor shall be solely responsible for any damage to the building or its contents for any loss or damage to any property belonging to the University or the University

employees when such loss or damage may be attributable to their actions or negligence or the actions or negligence of their employees.

49. Retention of Records

The Contractor shall retain and maintain all records and documents relating to the contract for a minimum period of four years after payment by the University of the final invoice and shall make them available for inspection and audit by the State of Maryland.

50. Set-Off

The University may deduct from and set off against any amounts due and payable to the Contractor any back-charges or damages sustained by the University by virtue of any breach of the contract by the Contractor or by virtue of the failure or refusal of the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.

51. Software Contracts:

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

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

52. Specifications

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

53. Subcontracting or Assignment

The benefits and obligations hereunder shall take effect and be binding upon the parties hereto and neither the contract nor the services to be performed thereunder shall be subcontracted, or assigned or otherwise disposed of, either in

whole or in part, except with the prior written consent of the University.

54. Suspension of Work

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

55. Tax Exemption

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

56. Termination of Contract for Convenience

The performance of work under the contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with the contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

57. Termination of Contract for Default

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

58. Termination of Multi-Year Contracts

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of the contract succeeding the first fiscal period, the contract shall be canceled automatically as of the

beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in the contract. The effect of termination of the contract hereunder will be to discharge both the Contractor and the State from future performance of the contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the contract. The State will notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of the contract for each succeeding fiscal period beyond the first

59. Use of Contractor's Forms Not Binding on State

a. Except as provided in b., the use or execution by the State of any forms, orders, agreements, or other documents of any kind, other than the contract documents, used pursuant to or in the administration of any contract awarded by the State to Contractor, shall not bind the State to any of the terms and conditions contained therein except those provisions:

(1) generally describing, for the purposes of ordering: Equipment or services to be provided, locations, quantities, delivery or installation dates, and, to the extent consistent with the contract documents, prices; and

(2) not otherwise inconsistent with the contract documents.

b. Any such form, order, agreement or other document shall not vary, modify, or amend the terms and provisions of the contract documents, notwithstanding any provision to the contrary in such document, unless all of the following conditions are met:

(1) the document expressly refers to the particular document and provision of the contract documents being modified and plainly and conspicuously identifies any modification thereto as a modification:

(2) the document is executed on behalf of the State by the procurement officer; and

(3) execution of the document is approved by the procurement authority whose approval is required by law.

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

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

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

2. Hazard Communication Standard

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

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

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

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

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

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

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

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

3. Asbestos

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

4. Lead Paint

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

5. Fire Safety

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

The Contractor will be responsible for the following:

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

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

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

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

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

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

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

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

6. Bloodborne Pathogens

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

7. Confined Space Entry

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

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

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

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

8. Respiratory Protection

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

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

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

9. Waste Disposal

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

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

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

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

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

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

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

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

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

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

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

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

11. Wastewater/Sewer Discharge

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

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

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

12. Safety Training/Inspections/Meetings

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

13. Materials

No asbestos, lead, or PCB containing materials (0%) are to be utilized /installed on campus unless prior written approval has been

received from the University's Department of Environmental Health & Safety (410-704-2949).

14. Stormwater Pollution Prevention/Prohibition of Illicit Discharges

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

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

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

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

a. The following discharges are exempt from discharge prohibitions:

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

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

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

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

15. Prohibition of Illicit Connections

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

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

16. Notification of Spills or Illicit Discharges

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

17. Enforcement

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

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

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

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

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

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

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

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

A. AUTHORITY**I HEREBY AFFIRM THAT:**

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

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

C. AFFIRMATION REGARDING OTHER CONVICTIONS RETAINED

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

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract;
or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 *et seq.*, or the Mail Fraud Act, 18 U.S.C. §1341 *et seq.*, for acts in connection with the submission of bids or proposals for a public or private contract;

- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1) - (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)–(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

D. AFFIRMATION REGARDING DEBARMENT

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

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

F. SUB-CONTRACT AFFIRMATION

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

G. AFFIRMATION REGARDING COLLUSION

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

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

H. CERTIFICATION OF TAX PAYMENT

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

I. CONTINGENT FEES

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

partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on making of the Contract.

J. CERTIFICATION REGARDING INVESTMENTS IN IRAN

- (1) The undersigned bidder or offeror certifies that, in accordance with State Finance & Procurement Article, §17-705:
 - (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and
 - (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.
- (2) The undersigned bidder or offeror is unable to make the above certification regarding its investment activities in Iran due to the following activities:

K. ACKNOWLEDGEMENT

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

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

SIGNATURE OF AUTHORIZED REPRESENTATIVE & AFFIANT

DATE

PRINT NAME OF AUTHORIZED REPRESENTATIVE & AFFIANT

TITLE OF AUTHORIZED REPRESENTATIVE & AFFIANT

A. AUTHORIZED REPRESENTATIVE**I HEREBY AFFIRM THAT:**

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

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

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

- | | | |
|--|--|-----------------------------------|
| (1) <input type="checkbox"/> Corporation | <input type="checkbox"/> domestic (i.e., organized in Maryland) or | <input type="checkbox"/> foreign; |
| (2) <input type="checkbox"/> Limited Liability Co. | <input type="checkbox"/> domestic or | <input type="checkbox"/> foreign; |
| (3) <input type="checkbox"/> Partnership | <input type="checkbox"/> domestic | <input type="checkbox"/> foreign; |
| (4) <input type="checkbox"/> Statutory Trust | <input type="checkbox"/> domestic or | <input type="checkbox"/> foreign; |
| (5) <input type="checkbox"/> Sole Proprietorship | | |

and is registered or qualified as required under Maryland law.

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

Name & Department ID Number: _____

Address: _____

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

Name & Department ID Number: _____

Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

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

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

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

E. DRUG AND ALCOHOL FREE WORKPLACE

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business's workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business's policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §(2)(b), above;
 - (h) Notify its employees in the statement required by §(2)(b) above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
 - (i) Notify the procurement officer within 10 days after receiving notice under §(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §(2)(h)(ii) above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

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

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

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

(4) I acknowledge and agree that:

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

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

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

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certification, or acknowledgments contained in that certain Bid/Proposal Affidavit dated _____ and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and 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 Agreement made the _____ day of _____, 2025, by and between _____, herein called "Contractor" and Towson University, herein called "University." Witnesseth, that the Contractor and the University, for the consideration here mentioned agree as follows:

Article 1. Scope of Contract – The Contractor shall furnish all materials and perform all of the work described in the Contract Documents, and shall comply with all of the terms and conditions of the Contract Documents, all of which are made a part hereof and are referred to herein as "the Contract."

Article 2. Contract Documents – The Contract between the parties is set forth in the Contract Documents which consist of the following, listed in their order of precedence:

- A. This Contract,
- B. Towson University – Information for Bid, for the Procurement of _____, Towson University, IFB No. _____ including all attachments, exhibits, and addenda, and subsequent Purchase Order, and
- C. Contractor's Bid dated _____, submitted in response to the IFB (hereinafter referred to as the "Bid").

In the event of a conflict between the terms and conditions of any of the Contract Documents, the controlling terms and conditions shall be in the above listed order of precedence.

Article 3. Services – The Contractor's performance under this Contract shall be in accordance with the requirements as set forth in the IFB.

Article 4. Term of Contract – The term of the contract shall be one year from the date that the University provides the Contractor with a Notice to Proceed. The University shall have the option to exercise four annual renewal options, said options to be exercised at the sole discretion of the University. Should the University elect to renew the contract, all prices, terms and conditions will remain in effect.

Article 5. Contract Price – The University shall pay the Contractors as follows:

Total Project Cost \$ _____

Article 6. Payment of State Obligations – Contractor will be paid for services rendered in accordance with the terms and conditions of the Contract Documents and upon submission of proper invoices submitted to the Towson University, Accounts Payable Office. The Contractor's Federal Identification Number and the University's Purchase Order number must be included on all invoices. Towson University is exempt from the payment of taxes and shall provide the Contractor with a copy of tax-exempt certificate upon request.

Electronic funds will be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

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

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

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

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

CONTRACTOR

_____	_____	_____
Witness	Corporate Officer or Authorized Agent	Date

	Printed Name & Title	

TOWSON UNIVERSITY

_____	_____	_____
Witness	Authorized Agent	Date

	Printed Name & Title	

Company Name: _____

Date of Incorporation: _____ State of Incorporation: _____

Type of Work Performed:

Number of Years in Business: _____

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

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

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

Brief History of the Company:

Total Number of Employees: _____

Number of Field Employees (Excluding Supervisory): _____

Number of Field Supervisory Personnel: _____

Number of Office Personnel (Excluding Supervisory): _____

Number of Office Supervisory Personnel: _____

Bidder: _____

Project Name: _____

Project Dollar Size: _____

Start Date: _____

Completion Date: _____

Client/Customer: _____

Address: _____

Contact Person _____

Telephone: _____

Email: _____

Project Manager: _____

Description of the Project:

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 stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any 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 bid or offer is made.

C. The bidder or offeror warrants that, except as disclosed in SD, below, there are 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 detail—attach additional sheets if necessary):

E. The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or 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 bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and 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

Pre-Bid Conference Response Form

Solicitation Title: _____

Solicitation No.: _____

Company/Firm/Bidder Name: _____

Contact Name: _____

Phone: _____

Email: _____

A Pre-bid conference will be held at the date, time, and location indicated in the IFB Key Information Summary Sheet. Please return this form at least 48 hours prior to the Pre-bid Conference date, advising whether or not you plan to attend. The completed form should be returned via e-mail to the Procurement Officer listed in the Key Information Summary Sheet.

❖ I will attend the Pre-Proposal Conference: ☒ Yes ☐ No

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

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

❖ Number of representatives that will attend the Pre-bid Conference: _____

❖ Number of vehicles (for parking purposes): _____

Helpful Links:

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

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

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



Maryland Green Purchasing Committee Approved Specification – Outdoor Integrated Pest Management Services

HOW TO USE THIS DOCUMENT:

This document defines the standards and requirements for an outdoor Integrated Pest Management (IPM) plan. It sets prohibitions and minimum requirements for pest management services procured by the State of Maryland with which Contractors are required to comply.



Maryland Green Purchasing Committee Approved Specification – Indoor Integrated Pest Management Services

HOW TO USE THIS DOCUMENT:

This document defines the standards and requirements for an indoor Integrated Pest Management (IPM) plan. It sets prohibitions and minimum requirements for indoor pest management services procured by the State of Maryland with which Contractors are required to comply.

Maryland Green Purchasing Committee Approved Specification – Indoor Integrated Pest Management Services

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Maryland Green Purchasing Committee Approved Specification – Indoor Integrated Pest Management Services

1. ENVIRONMENTALLY PREFERABLE PURCHASING: LEGISLATION, STATUTES, AND REGULATIONS

For Procurement Officers and Agencies

Environmentally Preferable Purchasing (COMAR: [21.11.07.09](#))

“All procurement agencies shall purchase environmentally preferable products and services unless purchasing environmentally preferable products and services would limit or supersede any requirements under any provision of law or result in the purchase of products and services that:

- (1) Do not perform adequately for the intended use;
- (2) Exclude adequate competition; or
- (3) Are not available at a reasonable price in a reasonable period of time.”

Mercury and Products that Contain Mercury (COMAR: [21.11.07.07](#))

“All procurement agencies shall give a preference under this regulation to procuring products and equipment that are mercury-free. If mercury-free products and equipment that meet the agency's product performance requirements are not commercially available, the procurement agency shall give preference under this regulation to products containing the least amount of mercury necessary to meet performance requirements.”

General Requirements for Applying or Recommending Pesticides (COMAR: [15.05.01.02\(b\)](#))

“When using recommended pesticides, a person shall:

- (1) Use or recommend only those pesticides which are registered with the Department of Agriculture
- (2) Use or recommend pesticides in strict accordance with:
 - a. The Maryland Pesticide Applicators Law;
 - b. The Maryland Pesticide Labeling Law; and
 - c. Except as otherwise provided by State and federal law, the manufacturer's labeling directions.

For Contractors, Bidders, and Offerors

Verifying Environmental Claims (State Finance and Procurement Article [§14-410](#))

“A bidder or offeror for a procurement contract [with the Department of General Services] shall certify in writing that any claims of environmental attributes made relating to a product or service are consistent with the Federal Trade Commission's Guidelines for the Use of Environmental Marketing Terms.”

Limitations on Hazardous Substances (Md. Code Ann., Env't, [§6-1201](#)) “A person may not manufacture, process, sell, or distribute in the State a new product or flame-retardant part of a new product that contains more than one-tenth of 1% of pentaBDE (pentabrominated diphenyl ether) or octaBDE (octabrominated diphenyl) by mass.”

Limitations and Prohibitions on Heavy Metals in Packaging (Env't [§9-1902\(a\)-\(b\)](#)) “A manufacturer or distributor may not sell or offer for sale or for promotional purposes any package or packaging

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component or any product in a package or packaging component to which any of the following was intentionally added during manufacture or distribution: (1) Lead; (2) Cadmium; (3) Mercury; or (4) Hexavalent chromium.”

2. CONTRACTOR REQUIREMENTS AND RECOMMENDATIONS

- The Contractor must ensure that all staff applying pesticides in buildings are trained and knowledgeable in the principles and practices of IPM. The Contractor’s on-site supervisor for State sites must have special training and/or working knowledge of Integrated Pest Management (IPM) assessments and treatment strategies in urban landscape conditions. The on-site supervisor may be required to provide recommendations to the State on pest management.
- The Contractor or the on-site supervisor must possess one of the licenses listed in the Maryland Department of Agriculture [Pesticide Applicator Certification and Business Licensing Requirements](#) document.
- The Contractor must provide copies of their pest control license and dated pesticide applicator certificates for every employee who will be performing on-site services under this contract. All licensed employees of the Contractor must be able to provide physical proof of their certificate.
- The Contractor is strongly encouraged to be [Green Shield Certified](#) or [GreenPro Certified](#).

3. PROHIBITED ACTIVITIES

- The use of calendar-based or blanket applications of pesticides are prohibited.

4. MINIMUM REQUIREMENTS FOR SCOPE OF WORK

- The Contractor must employ an integrated pest management plan, hereafter referred to as IPM plan, when performing services related to indoor pest control and management. The plan will include a one-page description of the proposed recordkeeping system that tracks each of the following methods: Pest monitoring, pest control strategies, and pesticide usage.
- The Contractor must develop a unique IPM plan for each site.

A. Site Evaluation and Preparation

1. **Site Description** – This is a description of each building that helps to identify areas of current or potential pest problems. The site description is updated periodically to reflect repairs, remodeling and other site changes. A site description should include:
 - Building name and address
 - Purpose or use of the building
 - History of the building’s pest problems

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- The building layout and features such as: floor plan, number of floors, kitchen facilities, boiler rooms, overall conditions, neighboring property, etc.
- 2. Site Inspection**
- The Contractor must conduct an initial service inspection that can serve as the starting point for the IPM program.
 - The Contractor must inspect both the interior and exterior of the building for activity and conditions conducive to pests.
 - The Contractor's inspection must focus on vulnerable areas of the facility such as kitchens, lounges, concession areas, cafeterias, custodian closets, locker rooms, and rooms where food, water and clutter are present.
 - The Contractor will communicate with maintenance staff to determine if they have seen pests or evidence of pests.
- 3. Identify the Threshold Level**
- The Contractor must work together with the Building Services supervisor or designated representative to determine an appropriate threshold level. If the
 - o A threshold level is the level of pest infestation that can be tolerated by the occupants. Each facility may have a different action threshold level which can change site to site or month to month.

B. Pest Monitoring

- The Contractor will conduct regular inspections to detect newly arrived pests.
- The building interior and exterior must be periodically inspected, at a schedule established by the Building Services supervisor or designated representative or at a schedule recommended by the Contractor, for the presence of pests. The Contractor's inspections must include the following factors:
 - o Routes of Entry
 - o Climate
 - o Food and Water Sources
 - o Harborage Areas
 - o Obstacles for Performing Inspections
- The Contractor will identify any area where non-chemical IPM control methods should begin. Non-chemical, preventive measures shall be taken to avoid pests.
- The Contractor shall provide pest monitoring reports to the Building Services supervisor or designated representative on a monthly basis, unless stated otherwise. Reports must include:
 - o A logbook with SDSs, maps, and records of inspections, applications
 - o Summary of pests identified during pest monitoring inspections, status of infestations, and description of controls implemented.
 - o Structural problems noted with status, and flags for problems that have not been addressed from previous reports.

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- The Contractor may be required to provide proposals for renovations, replacements and other changes at the site that will reduce the presence of pests at the site. Proposals may include associated budget recommendations.

C. Pest Control Strategies

- The Contractor's IPM methods must prioritize non-chemical, control methods.
- The Contractor must properly identify the pest and the most appropriate pest management method to make the habitat undesirable for the pest and in consideration of the pest's biology and habits.
- Structural IPM control must cover the following pest categories:
 - o **General Pest Control:** Cockroaches, fleas, crickets, etc.
 - o **Wood Destroying Insects:** Termites
 - o **Wildlife Control:** Birds, mammals, reptiles, and other wildlife.
This is not required if strictly performing trapping and removal.
 - o **Rodent Control:** Rodents found in and around the structure.
 - o **Fumigation:** Fumigation of commodities and structures.
- Perimeter sprays of structures are prohibited. The use of other pesticide sprays requires prior approval of building management. For cockroach, ant and fly control, containerized or gel baits are preferred.
- The Contractor must prioritize methods that will prevent pests over the long term, such as pest proofing or operational changes that improve sanitation. The Contractor shall communicate to the Building Services supervisor or designated supervisor any need to improve sanitation by facilities maintenance and janitorial staff, including previously noted issues that have not been addressed.
- If any pests are detected, integrated (nonchemical) methods will be implemented as the first control step, including sanitation measures, exclusion measures, and the use of traps.
 - o Sanitation: Potential food and water sources available to pests will be evaluated and minimized or eliminated. This can be done by thoroughly cleaning and maintaining food service areas and break rooms, fixing leaking pipes and faucets, and altering landscape features to eliminate standing water.
 - o Exclusion: Cracks, crevices, and holes in the building envelope will be sealed. A plant-free zone will be maintained immediately adjacent to the building. After non-chemical, mechanical control methods are exhausted, insect growth regulators may be applied in cracks and crevices.
 - o Traps: For insects and rodents, non-chemical baits (such as peanut butter) will be used to trap pests. No chemical baits for rodents will ever be used indoors. If chemical rodent baits are necessary outdoors, they will only be used as solid blocks placed in locked outdoor dispensers. No second-generation (single-feed) rodent baits will be used. All companies or agencies performing trapping and removal must have a [Maryland Department of Natural Resources Wildlife Damage Control Permit](#).

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- Chemical control methods may be used if nonchemical, mechanical methods are exhausted without a substantial decrease in the occurrence of pests. Further instructions on pesticide usage and application can be found in Section C.
- If bait stations or chemical bait stations for rodents are used:
 - The use of second-generation anticoagulant baits is prohibited without prior permission from building management. The Contractor must provide notice to the Building Services Supervisor or designated representative if a bait station is employed through a sign or notice on wall near the location where the bait station is placed. The notice or sign must remain until the bait station is removed. The sign must include the following information:
 1. A Cautionary Statement regarding pesticide application
 2. The common name of the pesticide applied
 3. The date the bait station was placed in the room or area
 4. The contact person from whom additional information, including information on potential adverse effects can be obtained

C. Pesticide Usage and Applications

Pesticides include all herbicides, insecticides, fungicides, and various other substances used to control pests.

- If integrated pest control measures are unable to resolve the problem, the use of chemical pesticides may be used as a last-resort method. Pesticides may only be utilized when and where monitoring has indicated that the pest will cause unacceptable economic, medical, or aesthetic damage.
- Chemical pesticides must be registered by the Maryland Department of Agriculture's State Chemist and compliant with the pesticide purchasing requirements in the Maryland Green Purchasing Committee Specification for [Landscaping Supplies](#).
- The Contractor and staff shall follow Pesticide Operation Regulations and label precautions.
- If pesticides are required, the Contractor must use pesticides in a way that will minimize the risk to people, property, and the environment.
- The chosen pesticide's formulation must be appropriate for use in the specified site. *For instance, pesticide in the form of dust must not be applied into a drop ceiling where vibration may cause the dust to drift onto occupants below.*
- All pesticide applications shall be preceded by monitoring and positive pest identification. The Contractor shall submit these findings in writing to the Building Services supervisor or designated representative prior to any pesticide application.
 - The Contractor will notify the Building Services supervisor or designated representative via email of the pesticide application, including the pesticide name, the EPA registration number, the treatment location, and the date of the application.

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- o The Contractor will post a sign at the application site, such that an occupant reading the sign can choose to avoid the application area (for example, if the pesticide is applied in a break room, all entrances to the break room shall have a sign posted). The sign will also include the pesticide name, the EPA registration number, the treatment location, and the date of the application.

D. Optional Service Requirement: Bedbug Inspection and Treatment

The following additional services shall be performed only upon request and approval of the Building Services Supervisor or designated representative.

- a. Contractor shall be capable of performing chemical and thermal/heat treatment, as well as K-9 services, for bedbug issues. Selection of a treatment method (i.e., chemical vs. thermal/heat vs. monitoring devices, etc.) shall be at the sole discretion of the Building Services supervisor or designated representative.
- b. Sprinkler heads must not be eliminated or adjusted sprinkler heads within any building to accommodate a treatment plan or compromise a fire alarm system during bedbug treatment in the site.
- c. Contractor technicians shall initially inspect rooms suspected of having bedbug issues during weekly routine service visits. Confirmation of the technician's findings using a K-9 is at the discretion of the Building Services supervisor or designated representative. Note: Alerts indicated by K-9s shall be confirmed by a CO2 detection system, and by visual inspection by the dog handler.
- d. If a bed bug infestation is suspected, Contractor shall install monitoring devices (e.g., bedbug moats or climb-ups, CO2 detection devices, or plastic glue trap monitoring devices) in treatment areas.
- e. Confirmation of bed bugs in a room requires that an inspection of all adjacent rooms be conducted (a "3-D", or "adjacent space" inspection) the same day activity is confirmed. Adjacent space inspections shall be conducted surrounding each room found to have confirmed bed bug activity. Treatment shall then be planned accordingly for the affected areas.
- f. A bed bug treatment shall be considered final only upon completion of a physical inspection, as well as an inspection by a K-9 detection dog, if requested by the Building Services Supervisor or designated representative, at no additional cost to the Agency.

E. Materials and Equipment

- All materials and equipment used must comply with Maryland laws, regulations, and specifications.

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- The Contractor shall provide labels and Material Safety Data Sheets (MSDS) for all pesticide products to be used. In addition, brand names shall be provided for all application equipment, rodent bait boxes, monitoring and trapping devices, and any other control equipment that may be used to provide service.

F. Service Schedule

- The Contractor shall provide service schedules that include the frequency of Contractor visits.

G. Program Evaluation

The program evaluation must include: a regular and periodic review of inspection reports, sanitation reports, logbook records, application records, and other records to determine how the program is working, and identify any changes in pest activity (increase or decrease).

The review must note the correlation between actions taken and changes in pest populations. The result should be compared with goals and objectives. The following is a list of questions to consider in measuring success:

- Are all pest populations below action thresholds?
- Have all objectives been met?
- Is the monitoring program adequate?
- Should other action be taken?
- Can time and effort be reduced?
- What problems have been identified?
- What changes are necessary?

On an annual basis, the Contractor and the Building Services Supervisor or designated representative will evaluate performance against the goals specified earlier in this plan. If the goals are not being met, adjustments will be made to this plan in order to facilitate goal achievement.

H. Recordkeeping of Pest Management

The records must be kept for at least three years for restricted-use pesticide applications and at least one year for general-use products. Records must include, at a minimum, the following information:

- The site address.
- The date of service.
- The target pest(s).
- The number of pests found.
- A record of any conditions conducive to pest infestation.
- A record of any pest management recommendations
- A record of any structural or habitat modifications that were initiated.
- The name of the pesticide(s) used.
- The quantity of the pesticides used.
- The location where pesticides were used.

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- The name of the applicator.

Pesticide records must include the following information:

- The product's brand name.
- The product's EPA registration number.
- The concentration of the pesticide(s) applied.
- The target pest(s) or purpose of the pesticide treatment.
- The date the pesticide was applied.
- The address or location of the pesticide application.
- The method of application.
- The rate of application.

The Contractor must provide the pesticide records electronically to the Building Services supervisor or designated representative or his/her authorized representative at the time of the application, or the records must be made available electronically within 48 hours of the service.

The records must be made available upon request to the Building Services supervisor or designated representative within 24 hours.

5. ENVIRONMENTALLY PREFERABLE PURCHASING LANGUAGE

Instruction to Procurement Officers: Please include the following language to your solicitation if it does not already exist.

A. On Environmentally Preferable Purchasing:

The State of Maryland is committed to purchasing environmentally preferable products and services (EPPs). Maryland's State Finance & Procurement Article §14-410 defines environmentally preferable purchasing as "the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods or services that serve the same purpose."

Accordingly, Bidders are strongly encouraged to offer EPPs to fulfill this contract, to the greatest extent practicable.

B. On Maryland's Green Purchasing Reporting Requirements:

The State of Maryland requires, at a minimum, from the Contractor annual sales data over the life of this contract; the State also reserves the right to request quarterly sales data over the life of this contract.

The report shall include at a minimum details about the third-party sustainability certifications and other environmental attributes of products and services sold on this price agreement per the contract specifications.



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To facilitate consistent reporting on this contract, the Contractor will be provided with a VENDOR GREEN SALES REPORT template from the Green Purchasing Committee (GPC), the Office of State Procurement (OSP) or the Department of General Services (DGS).

This information will enable Maryland State agencies to comply with Article §14–405 of the Annotated Code of Maryland and COMAR 21.13.01.14, effective October 1, 2014, which requires Maryland state agencies to report to the Department of General Services on their procurement of environmentally preferable products and services.

C. On Environmental Claims

All environmental benefit claims made by the Contractor concerning products or services offered on this contract must be consistent with the [Federal Trade Commission's Guidelines for the Use of Environmental Marketing Claims](#).

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1. ENVIRONMENTALLY PREFERABLE PURCHASING: LEGISLATION, STATUTES, AND REGULATIONS

For Procurement Officers and Agencies

Environmentally Preferable Purchasing (COMAR: [21.11.07.09](#))

“All procurement agencies shall purchase environmentally preferable products and services unless purchasing environmentally preferable products and services would limit or supersede any requirements under any provision of law or result in the purchase of products and services that:

- (1) Do not perform adequately for the intended use;
- (2) Exclude adequate competition; or
- (3) Are not available at a reasonable price in a reasonable period of time.”

Mercury and Products that Contain Mercury (COMAR: [21.11.07.07](#))

“All procurement agencies shall give a preference under this regulation to procuring products and equipment that are mercury-free. If mercury-free products and equipment that meet the agency's product performance requirements are not commercially available, the procurement agency shall give preference under this regulation to products containing the least amount of mercury necessary to meet performance requirements.”

General Requirements for Applying or Recommending Pesticides (COMAR: [15.05.01.02\(b\)](#))

“When using recommended pesticides, a person shall:

- (1) Use or recommend only those pesticides which are registered with the Department of Agriculture
- (2) Use or recommend pesticides in strict accordance with:
 - a. The Maryland Pesticide Applicators Law;
 - b. The Maryland Pesticide Labeling Law; and
 - c. Except as otherwise provided by State and federal law, the manufacturer's labeling directions.

For Contractors, Bidders, and Offerors

Verifying Environmental Claims (State Finance and Procurement Article [§14-410](#))

“A bidder or offeror for a procurement contract [with the Department of General Services] shall certify in writing that any claims of environmental attributes made relating to a product or service are consistent with the Federal Trade Commission's Guidelines for the Use of Environmental Marketing Terms.”

Pollinator Protection Act of 2016 ([2016 Md. Laws 7072](#))

The sale and use of neonicotinoid pesticides is prohibited in the State, with certain exceptions.

Limitations on Hazardous Substances (Md. Code Ann., Env't, [§6-1201](#)) “A person may not manufacture, process, sell, or distribute in the State a new product or flame-retardant part of a new product that contains more than one-tenth of 1% of pentaBDE (pentabrominated diphenyl ether) or octaBDE (octabrominated diphenyl) by mass.”

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Limitations and Prohibitions on Heavy Metals in Packaging (Env’t [§9-1902\(a\)-\(b\)](#)) “A manufacturer or distributor may not sell or offer for sale or for promotional purposes any package or packaging component or any product in a package or packaging component to which any of the following was intentionally added during manufacture or distribution: (1) Lead; (2) Cadmium; (3) Mercury; or (4) Hexavalent chromium.”

Noxious Plants (Env’t [§9-401-406](#)) “No person may (1) Import or transport a noxious weed in the State in any form capable of growth; or (2) Contaminate any uninfested land with a noxious weed through the movement of rootstocks, seed, soil, mulch, nursery stock, farm machinery, or any other artificial medium.”

2. CONTRACTOR REQUIREMENTS

- The Contractor must ensure that all staff applying pesticides in buildings are trained and knowledgeable in the principles and practices of IPM. The Contractor’s on-site supervisor for State sites must have special training and/or working knowledge of Integrated Pest Management (IPM) assessments and treatment strategies in urban landscape conditions. The on-site supervisor may be required to provide recommendations to the State on pest management.
- The Contractor or the on-site supervisor must possess one of the licenses listed in the Maryland Department of Agriculture [Pesticide Applicator Certification and Business Licensing Requirements](#) document.
- The Contractor must provide copies of their pest control license and dated pesticide applicator certificates for every employee who will be performing on-site services under this contract. All licensed employees of the Contractor must be able to provide physical proof of their certificate.
- The Contractor is strongly encouraged to be [Green Shield Certified](#) or [GreenPro Certified](#).

3. Prohibited Activities

- The use of calendar-based or blanket applications of pesticides are prohibited.
- Combination products are prohibited (“weed and feed”, weed control + fertilizer, insect control + fertilizer, etc.).

4. MINIMUM REQUIREMENTS FOR SCOPE OF WORK

- The Contractor must employ an integrated pest management plan, hereafter referred to as IPM plan, when performing services related to pest control and management. The plan will include a one-page description of the proposed recordkeeping system that tracks each of the following methods: Pest monitoring, pest control strategies, and pesticide usage.
- IPM practices that are performed in waters of this state (including within the 100-year flood plain) and are over 1 acre, within an area containing desirable species, or pest management is considered

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integral to the operations of the agency, must have a [Discharges from the Application of Pesticides](#) permit (17PE).

- The Contractor must develop a unique IPM plan for each site.

A. Site Evaluation and Preparation

1. **Site Description** – This is a description of each landscape area around the building that helps to identify areas of current or potential pest problems. The site description is updated periodically to reflect repairs, remodeling and other site changes. A site description should include:
 - Building name and address
 - Purpose or use of the building
 - Site layout that identifies the landscape areas around the building.
2. **Site Inspection**
 - The Contractor must conduct an initial service inspection that can serve as the starting point for the IPM program.
 - The Contractor must inspect both the exterior of the building and nearby landscape areas for activity and conditions conducive to pests.
 - The Contractor will communicate with maintenance staff to determine if they have seen pests or evidence of pests.
3. **Identify the Threshold Level**
 - The Contractor must work together with the Building Services supervisor or designated representative to determine an appropriate threshold level. If the
 - o A threshold level is the level of pest infestation that can be tolerated by the plants. Each landscape area may have a different action threshold level, which can change from site to site or month to month.

B. Pest Monitoring

- The Contractor will conduct regular inspections to detect newly arrived pests.
 - o The Contractor shall visually inspect all landscape areas once weekly from April through September, and once monthly from October to March to identify potential pest problems.
 - Pest problems include insect, disease, and weed infestations. The presence of a pest does not necessarily mean there is a problem.
 - The Contractor shall keep written records of pests identified and areas where problems may be developing. Contractor shall submit records weekly to Owner.
 - o Contractor staff and on-site supervisor shall visually inspect all landscape areas once monthly from April through September with the Owner or the State's Building Services supervisor. Contractor shall Review written monitoring records with Owner or designated representative at this time.
- The Contractor will identify any area where non-chemical IPM control methods should begin. Non-chemical, preventive measures shall be taken to avoid pests.

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- The Contractor shall provide the following written pest monitoring reports to the Building Services supervisor or designated representative on a monthly basis, unless stated otherwise:
 - A logbook with Safety Data Sheets of products used, maps of areas inspected and treated, and records of inspections and applications, and any structural problems observed at the exterior of the building (if applicable) with flags for any unresolved problems.
 - Summary of pests identified during pest monitoring inspections, status of infestations, and description of controls implemented (e.g., “applied wood chip mulch”, “mechanically pulled weeds”, “adjusted irrigation”).
 - Noxious Weeds identified.
- The Contractor may be required to provide proposals for renovations, replacements and other changes that will reduce the presence of pests at the site. Proposals may include associated budget recommendations.

C. Pest Control Strategies

- The Contractor must properly identify the pest and the most appropriate pest management method to make the habitat undesirable for the pest and in consideration of the pest’s biology and habits.
- Outdoor IPM control must cover the following pest categories:
 - **Agricultural:** Plant, animal, and grain treatment.
 - **Forest:** Site preparation, release work, insect control, and reforestation projects.
 - **Ornamental – Exterior:** Insect, disease control on plants in the landscape, and weed control in plant beds and around ornamental plantings.
 - **Ornamental – Interior:** Insect or disease control on plants in interior landscapes
 - **Turf:** Weed, insect or disease control to lawns.
- The Contractor’s inspections must include the following factors:
 - Routes of Entry
 - Climate
 - Food and Water Sources
 - Harborage Areas
- The Contractor’s IPM methods must prioritize non-chemical, control methods.
- Perimeter sprays of landscape areas are prohibited. The use of other pesticide sprays requires prior approval of building management. For cockroach, ant and fly control, containerized or gel baits are preferred.
- The Contractor must prioritize methods that will prevent pests over the long term, such as pest proofing or operational changes that improve sanitation. The Contractor shall communicate to the Building Services supervisor or designated supervisor any need to improve pest control strategies, as well as flagging previously noted issues that have not been addressed..
- If any pests are detected, integrated (nonchemical) methods will be implemented as the first control step, including sanitation measures, exclusion measures, and the use of traps.

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- o **Sanitation:** Potential food and water sources available to pests will be evaluated and minimized or eliminated. This can be done by fixing leaking pipes and faucets, and altering landscape features to eliminate standing water.
- o **Exclusion:** Cracks, crevices, and holes in the building envelope will be sealed. A plant-free zone will be maintained immediately adjacent to the building. After non-chemical, mechanical control methods are exhausted, insect growth regulators may be applied in cracks and crevices.
- o **Traps:** For insects and rodents, non-chemical baits (such as peanut butter) will be used to trap pests. If chemical rodent baits are necessary outdoors, they will only be used as solid blocks placed in locked outdoor dispensers. No second-generation (single-feed) rodent baits will be used.
- **If pesticides were applied to an area outside of the building, a notice or sign must be displayed.**
The sign must include the following information:
 - o A Cautionary Statement regarding pesticide application
 - o The common name of the pesticide applied.
 - o The date the pesticide was placed in the area.
 - o The contact person from whom additional information, including information on potential adverse effects can be obtained.
- If bait stations or chemical bait stations are used:
 - o The Contractor must provide notice to the Building Services Supervisor or designated representative if a bait station is employed through a sign or notice on wall near the location where the bait station is placed. The notice or sign must remain until the bait station is removed. The sign must include the following information:
 1. A Cautionary Statement regarding pesticide application
 2. The common name of the pesticide applied
 3. The date the bait station was placed in the room or area
 4. The contact person from whom additional information, including information on potential adverse effects can be obtained

D. Pesticide Usage and Applications

Pesticides include all herbicides, insecticides, fungicides, and various other substances used to control pests.

- If integrated pest control measures are unable to resolve the problem, the use of chemical pesticides may be used as a last-resort method. Pesticides may only be utilized when and where monitoring has indicated that the pest will cause unacceptable economic, medical, or aesthetic damage.
- Chemical pesticides must be registered by the Maryland Department of Agriculture's State Chemist and compliant with the pesticide purchasing requirements in the Maryland Green Purchasing Committee Specification for [Landscaping Supplies](#).

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- The Contractor and staff shall follow Pesticide Operation Regulations and label precautions.
- If pesticides are required, the Contractor must use pesticides in a way that will minimize the risk to people, property, and the environment.
- The chosen pesticide's formulation must be appropriate for use in the specified site.
- All pesticide applications shall be preceded by monitoring and positive pest identification. The Contractor shall submit these findings in writing to the Building Services supervisor or designated representative prior to any pesticide application.
 - The Contractor will notify the Building Services supervisor or designated representative via email of the pesticide application, including the pesticide name, the EPA registration number, the treatment location, and the date of the application.
 - The Contractor will post a sign at the application site, such that an occupant reading the sign can choose to avoid the application area. The sign will also include the pesticide name, the EPA registration number, the treatment location, and the date of the application.
- The Contractor must verify that pesticides are appropriate for use with the respective plant materials. Contractor is responsible for any damages incurred as a result of applications and shall repair or replace any such damage at no cost to Owner.
- Under no circumstances will combination products be allowed ("weed and feed", weed control + fertilizer, insect control + fertilizer, etc.).

E. Materials and Equipment

- All materials and equipment used must comply with Maryland laws, regulations, and specifications.
- The Contractor shall provide labels and Material Safety Data Sheets (MSDS) for all pesticide products to be used. In addition, brand names shall be provided for all application equipment, rodent bait boxes, monitoring and trapping devices, and any other control equipment that may be used to provide service.

F. Service Schedule

- The Contractor shall provide service schedules that include the frequency of Contractor visits.

G. Program Evaluation

The program evaluation must include: a regular and periodic review of inspection reports, sanitation reports, logbook records, application records, and other records to determine how the program is working, and identify any changes in pest activity (increase or decrease).

The review must note the correlation between actions taken and changes in pest populations. The result should be compared with goals and objectives. The following is a list of questions to consider in measuring success:

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- Are all pest populations below action thresholds?
- Have all objectives been met?
- Is the monitoring program adequate?
- Should other action be taken?
- Can time and effort be reduced?
- What problems have been identified?
- What changes are necessary?

On an annual basis, the Contractor and the Building Services Supervisor or designated representative will evaluate performance against the goals specified earlier in this plan. If the goals are not being met, adjustments will be made to this plan in order to facilitate goal achievement.

H. Recordkeeping of Pest Management

The records must be kept for at least three years for restricted-use pesticide applications and at least one year for general- use products. Records must include, at a minimum, the following information:

- The site address.
- The date of service.
- The target pest(s).
- The number of pests found.
- A record of any conditions conducive to pest infestation.
- A record of any pest management recommendations
- A record of any structural or habitat modifications that were initiated.
- The name of the pesticide(s) used.
- The quantity of the pesticides used.
- The location where pesticides were used.
- The name of the applicator.

Pesticide records must include the following information:

- The product's brand name.
- The product's EPA registration number.
- The concentration of the pesticide(s) applied.
- The target pest(s) or purpose of the pesticide treatment.
- The date the pesticide was applied.
- The address or location of the pesticide application.
- The method of application.
- The rate of application.

The Contractor must provide the pesticide records electronically to the Building Services supervisor or designated representative or his/her authorized representative at the time of the application, or the records must be made available electronically within 48 hours of the service.

The records must be made available upon request to the Building Services supervisor or designated representative within 24 hours.

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5. ENVIRONMENTALLY PREFERABLE PURCHASING LANGUAGE

Instruction to Procurement Officers: Please include the following language to your solicitation if it does not already exist.

A. On Environmentally Preferable Purchasing:

The State of Maryland is committed to purchasing environmentally preferable products and services (EPPs). Maryland's State Finance & Procurement Article §14-410 defines environmentally preferable purchasing as "the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods or services that serve the same purpose."

Accordingly, Bidders are strongly encouraged to offer EPPs to fulfill this contract, to the greatest extent practicable.

B. On Maryland's Green Purchasing Reporting Requirements:

The State of Maryland requires, at a minimum, from the Contractor annual sales data over the life of this contract; the State also reserves the right to request quarterly sales data over the life of this contract.

The report shall include at a minimum details about the third-party sustainability certifications and other environmental attributes of products and services sold on this price agreement per the contract specifications.

To facilitate consistent reporting on this contract, the Contractor will be provided with a VENDOR GREEN SALES REPORT template from the Green Purchasing Committee (GPC), the Office of State Procurement (OSP) or the Department of General Services (DGS).

This information will enable Maryland State agencies to comply with Article §14-405 of the Annotated Code of Maryland and COMAR 21.13.01.14, effective October 1, 2014, which requires Maryland state agencies to report to the Department of General Services on their procurement of environmentally preferable products and services.

C. On Environmental Claims

All environmental benefit claims made by the Contractor concerning products or services offered on this contract must be consistent with the [Federal Trade Commission's Guidelines for the Use of Environmental Marketing Claims](#).