

UNIVERSITY OF MARYLAND, BALTIMORE

INVITATION FOR BID IFB89959JL

FOR

MODERNIZATION OF ELEVATOR AT PLAZA GARAGE

Issued: **October 1, 2021**

Pre-Bid Conference: **Monday, October 11, 2021 at 10:00 AM**
(Refer to Section I, Paragraph G for further information)

Walk – Through **Wednesday, October 13, 2021 at 10:00 AM**
(Refer to Section I, Paragraph G for further information)

Cutoff for Questions: **Thursday, October 21, 2021 by 4:00 PM**
(See Section I, Paragraph C)

Bid Due Date: **Thursday, October 28, 2021 at 2:00 PM**
(Refer to Section I, Paragraph E)

**Procurement/
Issuing Office:** UNIVERSITY OF MARYLAND, BALTIMORE
CONSTRUCTION & FACILITIES STRATEGIC ACQUISITIONS
The Saratoga Building
Office Level 02, Room # 02-100
220 Arch Street
Baltimore, MD 21201-1531

SPECIAL ACCESS: Anyone requiring special assistance in obtaining a copy of the solicitation, in attending a pre-bid conference or in delivering a bid are Invited to contact the Buyer listed above at least 48 hours in advance.

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**MODERNIZATION OF ELEVATOR AT PLAZA GARAGE
SECTION I: SUMMARY INFORMATION**

A. SUMMARY STATEMENT

The University of Maryland, Baltimore (“UMB”) intends to select a qualified Contractor to furnish labor, materials, equipment, supplies, safety control devices, permits (if required), supervision, subcontracting, maintenance and other necessary resources as required for the Modernization of Elevator PE1 located at the University of Maryland, Baltimore Plaza Garage 500 W. Redwood Street, Baltimore MD, 21201 in accordance with this bid document.

B. ISSUING OFFICE

Joseph Lee
University of Maryland, Baltimore
Construction & Facilities Strategic Acquisitions
The Saratoga Building
Level 02, Room 02-100
220 Arch Street
Baltimore, Maryland 21201-1531
410-706-8307
Joseph.lee@umaryland.edu

The sole point of contact at the University for purposes of this IFB is the issuing office.

C. QUESTIONS AND INQUIRIES

Questions, request for clarification or additional information must be submitted in writing and directed to the individual referenced with the Issuing Office, on or before, **October 21, 2021 at 4:00 P.M.** Inquiries will receive a written reply. Failure to request such clarification is a waiver to any claim by the bidder for expense made necessary by reason of later interpretation of the bid documents by the University. Additionally answers will be posted to the UMB eBid Board <http://www.umaryland.edu/procurement/ebid-board/>, but without identification of the inquirer.

D. DELIVERY OF BIDS

Responses must be submitted electronically via email to proc-oncallbids@umaryland.edu, clearly marked with the IFB89959JL number by the due date and time.

The subject line of your email: 10-28-2021, IFB89959JL and your Company Name.

Late responses will not be considered. It is the responsibility of the vendor to confirm that their response was delivered to the correct location and received on time.

E. BID OPENING DATE

In light of COVID-19, all Bids must be emailed to proc-oncallbids@umaryland.edu **Thursday, October 28, 2021** by 2:00 p.m. in order to be considered. Bids will not be accepted by mail, fax or drop off. Bids or unsolicited amendments to Bids arriving after the due date and time will not be considered. LATE BIDS CANNOT BE ACCEPTED.

1. Bids will be opened via WebEx.

[Join Webex meeting](#)

Meeting number (access code): 2623 517 7816 Meeting password: EmNR9VPk3p4

Tap to join from a mobile device (attendees only)

[+1-202-860-2110,,26235177816##](#) United States Toll (Washington D.C.)

[+1-415-655-0001,,26235177816##](#) US Toll

Join by phone

+1-202-860-2110 United States Toll (Washington D.C.)

+1-415-655-0001 US Toll

[Global call-in numbers](#)

F. ACCESS TO ISSUING OFFICE

Due to the current situation the Saratoga Building is not accessibly to the public.

G. PRE-BID CONFERENCE

A Pre-Bid Meeting will be held in conjunction with this IFB. The meeting will be held on **October 11 at 10:00 AM** via WebEx in light of COVID-19. While attendance at the Pre-Bid Meeting is not mandatory, information presented may be very informative; therefore, all interested vendors are encouraged to attend in order to be able to better prepare acceptable bids.

1. Pre-Bid Meeting instructions for WebEx.

[Join Webex meeting](#)

Meeting number (access code): 2621 849 8455 Meeting password: tqH9Z9tPkZ3

Tap to join from a mobile device (attendees only)

[+1-202-860-2110,,26218498455##](#) United States Toll (Washington D.C.)

[+1-415-655-0001,,26218498455##](#) US Toll

Join by phone

+1-202-860-2110 United States Toll (Washington D.C.)

+1-415-655-0001 US Toll

[Global call-in numbers](#)

2. Walk- through instructions:

A walk-through will be held on **Wednesday October 13, 2021 at 10:00 AM** at the Plaza Garage Lobby Level 500 W. Redwood Street, Baltimore MD, 21201. This is the only opportunity for a site inspection will be available which will consist of seeing the actual locations and a sampling of the areas where work is to be performed. We ask that a maximum of two (2) representatives from each company attend this meeting.

NOTE: PPE mask must be worn at all times while on UMB Campus and in UMB Buildings.

UMB Campus Map: <http://www.umaryland.edu/maps/>

3. **Appropriate auxiliary aids and services for qualified individuals with disabilities will be provided upon invitation. Please contact Joseph Lee at (410-706-8307) with specific invitations at least three (3) business days prior to meeting.**

H. DURATION OF BID OFFER

Bids are to be held valid for 120 days following the closing date for this IFB. This period may be extended by mutual agreement between the vendor and the University.

I. BID AWARD

An award will be made to the lowest responsive and responsible bidder meeting the specifications and requirements set forth in the bid document.

J. TERM OF CONTRACT

Modernization of Elevators to be completed within seven (7) months from Notice to Proceed. Provide Full Comprehensive Preventative Maintenance of elevators twenty four (24) months following DLLR acceptance of each elevator.

K. BID ACCEPTANCE

The University reserves the right to accept or reject any and all Bids, in whole or in part, received as a result of this IFB and to waive minor irregularities.

L. FORMATION OF AGREEMENT/CONTRACT OR ISSUANCE OF PURCHASE ORDER

The Contract to be entered into as a result of this IFB (the "Contract") shall be by and between the offeror as contractor and the University in the form of either a University Purchase Order and/or Contract and shall contain the provisions included herein as Appendix I (Procurement Terms and Conditions), Appendix H (Standard form of maintenance contract) and (Contract Affidavit) as well as any additional terms required by the University of Maryland, Baltimore or the State of Maryland. By submitting an offer, the Contractor warrants that they have reviewed Appendix H (Standard form of maintenance contract) and will execute a contract on that form upon Invitation by University of Maryland, Baltimore.

M. BID AFFIDAVIT AND CERTIFICATIONS

State procurement regulations require that Bids contain certifications regarding non-collusion, debarment, cost and price, etc. The affidavit form, which should be completed by all respondents and returned with their respective responses, is included as Appendix A of the IFB.

N. MARYLAND MARKETPLACE ADVANTAGE

The successful bidder under this solicitation must be registered on eMaryland Marketplace (eMMA) website, prior to receiving a contract award. The new eMaryland Marketplace (eMMA) website is at <https://emma.maryland.gov/>.

O. COVID-19 GUIDELINES

Contractors must adhere to the following contractor guidelines related to Covid-19 as well as acknowledge receipt of these guidelines.

<https://www.umaryland.edu/coronavirus/content/campus-operations/covid-19-guidance-for-contractors.php>

MODERNIZATION OF ELEVATORS AT PLAZA GARAGE
SECTION II: GENERAL INFORMATION FOR VENDORS

A. PURPOSE

The overall purpose of this IFB is to provide information to vendors interested in preparing and submitting Bids to meet the requirements to furnish labor, materials, equipment, supplies, safety control devices, permits (if required), supervision, subcontracting, maintenance and other necessary resources as required for the modernization of one (1) passenger elevators: PE1 direct lift hydraulic elevator located at the University of Maryland, Baltimore Plaza Garage 500 W. Redwood Street, Baltimore MD, 21201. The successful bidder will be the prime contractor for this project and will be responsible for all aspects of modernizing the elevators, including, but not limited to the building related work that is required by Code when undergoing an elevator modernization. Bids must be received for the services specified herein or attached hereto under the terms, conditions and general specifications of this bid.

B. GENERAL INFORMATION FOR VENDORS

1. Bids must be made in the official name of the firm or individual under whom business is conducted (showing official business address) and must be signed by a duly authorized person.
2. Each offeror must furnish all information required by the Bid Invitation. Erasures or other changes must be initialed by the person signing the Bid. Bids signed by an agent of the corporation must be accompanied by evidence of their authority.
3. At the Pre-Bid Conference, potential offerors will have an opportunity to: (1) ask and receive answers to all questions regarding the specifications and general conditions, (2) receive any additional information relating to this contract, and (3) inspect the areas involved.
4. This Invitation for Bid creates no obligation on the part of UMB to award the contract or to compensate offerors for Bid preparation expenses.
5. UMB reserves the right to award a contract based upon the Bids received.

C. ADDENDA TO THE IFB

1. If it becomes necessary to revise any part of the IFB, an addenda will be made and posted to UMB's eBid Board at <http://www.umaryland.edu/procurement/ebid-board/>. It is the responsibility of the vendor to check the website frequently until the opening date for addendums, amendments and changes. **An acknowledgement of the receipt of all amendments, addenda, and changes issued shall be required from all vendors submitting a Bid.** This acknowledgement of the receipt must be included with your response. Failure to acknowledge receipt with bid submission shall render the bid non-responsive and it shall not be considered.

2. Oral explanations or instructions will not be binding; only written addendum and/or amendments will be binding.

D. ECONOMY OF PREPARATION

Bids should be prepared simply and economically, providing a straightforward, concise description of the vendor's offer to meet the requirements of the IFB.

E. ACCEPTANCE OF TERMS AND CONDITIONS

By submitting a Bid in response to this IFB, the firm accepts the terms and conditions set forth in this IFB.

F. PROCUREMENT REGULATIONS

This IFB and any resulting contract shall be governed by the USM Procurement Policies and Procedures and the State Finance and Procurement Article of the Annotated Code of Maryland and by State Procurement Regulations, Code of Maryland Regulations Title 21, as applicable.

G. TELEGRAPHIC/FACSIMILE BID MODIFICATIONS

Vendors may modify their Bids by telegraphic or facsimile communication at any time prior to the due date and time set to receive Bids provided such communication is received by the University prior to such time and, provided further, the University is satisfied that a written confirmation of the modification with the signature of the bidder was mailed prior to the time and date set to receive Bids. The communication should not reveal the Bid price but should provide the addition or subtraction or other modification so that the final prices, percent or terms will not be known to the University until the sealed Bid is opened. If written confirmation is not received within two (2) days from the scheduled Bid opening time, no consideration will be given to the modification communication. No telephone, telegraphic, or facsimile price Bids will be accepted.

H. CONTRACTOR RESPONSIBILITIES

The University of Maryland, Baltimore shall enter into contractual agreement with the selected offering vendor only. The selected vendor shall be responsible for all products and/or services required by this IFB. Subcontractors, if any, shall be identified and a complete description of their role relative to the Bid shall be included. UMB's intent is not to direct the use of any particular vendor, however, the vendor will not contract with any such proposed person or entity to whom UMB has a reasonable objection. Notification of such objection will be made by UMB within 15 days of contract. The vendor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them.

I. PUBLIC INFORMATION ACT

Offerors must specifically identify those portions of their Bids, if any, which they deem to

contain confidential, proprietary information or trade secrets and must provide justification why such material should not, upon Invitation, be disclosed by UMB under the Public Information Act, Part III, Title 10, State Government Article, Annotated Code of Maryland.

Vendors must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret (it IS NOT sufficient to preface your Bid with a proprietary statement).

J. MINORITY BUSINESS ENTERPRISE NOTICES

1. Establishment of Goal and Subgoals.

An overall MBE subcontractor participation goal of **30%** of the total contract dollar amount has been established for this procurement.

In addition, the following subgoal has been established for this procurement:

- (African-American subgoal percentage) 9 % for African-American MBEs,

Notwithstanding any subgoals established above, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

2. Attachments C-1 to C-6 (Appendix C): The following Minority Business Enterprise participation instructions, and forms are provided to assist Bidders/Offerors:

Attachment C-1A	MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (must submit with Bid/Proposal)
Attachment C-1B	Waiver Guidance
Attachment C-1C	Good Faith Efforts Documentation to Support Waiver Request
Attachment C-2	Outreach Efforts Compliance Statement
Attachment C-3A	MBE Subcontractor Project Participation Certification
Attachment C-3B	MBE Prime Project Participation Certification
Attachment C-4A	Prime Contractor Paid/Unpaid MBE Invoice Report
Attachment C-4B	MBE Prime Contractor Report
Attachment C-5	Subcontractor/Contractor Unpaid MBE Invoice Report
Attachment C-6	Liquidated Damages

3. A Bidder/Offeror shall include with its Bid/Proposal a completed MBE Utilization and Fair Solicitation Affidavit (Attachment C-1A**) whereby:**

- (a) The Bidder/Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and

- (b) The Bidder/Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Bid/Proposal submission. The Bidder/Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.
- (c) A Bidder/Offeror requesting a waiver should review Attachment C-1B (Waiver Guidance) and C-1C (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.

If a Bidder/Offeror fails to submit a completed Attachment C-1A with the Bid/Proposal as required, the Procurement Officer shall determine that the Bid is non-responsive or the Proposal is not reasonably susceptible of being selected for award.

- 4. Bidders/Offerors are responsible for verifying that each of the MBE(s) (including any MBE primes and/or MBE primes participating in a joint venture), selected to meet the goal and any subgoals and subsequently identified in **Attachment C-1A** is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.
- 5. Within ten (10) Working Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Bidder/Offeror must provide the following documentation to the Procurement Officer.
 - (a) Outreach Efforts Compliance Statement (**Attachment C-2**).
 - (b) MBE Prime/Subcontractor Project Participation Certification (**Attachment C-3A/3B**).
 - (c) If the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.
 - (d) Any other documentation required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.

If the recommended awardee fails to return each completed document within the required time the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not eligible for Contract award. If the Contract has already been awarded, the award is voidable.

- 6. A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-

1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.mdot.state.md.us/directory/>. The most current and up-to-date information on MBEs is available via this website. **Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.**

7. The Contractor, once awarded a Contract, will be responsible for submitting or requiring its subcontractor(s) to submit the following forms to provide the State with ongoing monitoring of MBE Participation:
 - (a) **Attachment C-4A** (Prime Contractor Paid/Unpaid MBE Invoice Report).
 - (b) **Attachment C- 4B** (MBE Prime Contractor Report)
 - (c) **Attachment C-5** (MBE Subcontractor/Contractor Unpaid MBE Invoice Report).
8. A Bidder/Offeror that requested a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (Attachment C -1C) and all documentation within ten (10) Working Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in **COMAR 21.11.03.11**.
9. All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (**Attachment C-1A**), completed and submitted by the Bidder/Offeror in connection with its certified MBE participation commitment shall be considered a part of the resulting Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Bid/Proposal for order of precedence purposes (see Contract – **Appendix C**, Section 1).
10. The Bidder/Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions. (See **Attachment C-6**). (See Contract - **Appendix C**, Section 1).
11. As set forth in COMAR 21.11.03.12-1(D) when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation sub-goals, if any, established for the contract.

In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule (**Attachment C-1A**) and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the sub-goals, the MBE prime must also identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule (Attachment C-1A)) used to meet those goals. If dually-certified, the MBE prime can be designated as only one of the MBE classifications but can self-perform up to 100% of the stated sub-goal.

As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract.

12. With respect to Contract administration, the Contractor shall:

- (a) Submit by the 10th of each month to the Agency's designated representative:
 - (i) A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment C -4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
 - (ii) (If Applicable) An MBE Prime Contractor Report (Attachment C-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.
- (b) Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit by the 10th of each month to the Department's designated representative an MBE Subcontractor Paid/Unpaid Invoice Report (Attachment C-5) that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding 30 days, as well as any outstanding invoices, and the amounts of those invoices.
- (c) Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
- (d) Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.
- (e) Upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

- (f) The liquidated damages provisions of Attachment C-6 for non-construction procurements shall apply for all contracts awarded with MBE participation goals.

K. TAXES

The University of Maryland, Baltimore is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and the District of Columbia Sales Taxes and Transportation Taxes, except as noted in applicable sections of COMAR. Exemption Certificates shall be provided upon Invitation. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, Contractor shall pay the Maryland Sales tax and the exemption does not apply.

L. IFB RESPONSE MATERIALS

All written materials submitted in response to this IFB become the property of UMB and may be appended to any formal documentation, which would further define or expand the contractual relationship between the UMB and the successful vendor(s).

M. PERFORMANCE BOND AND PAYMENT BOND

As this specific project exceeds \$100,000.00, the Contractor shall furnish a 100% Performance Bond and Payment Bond prior to the start of the specific project including executed Change Orders, in the form specified in Appendix B of this bid document.

N. SMALL BUSINESS RESERVE

Not Applicable.

O. eBUILDER PROJECT MANAGEMENT SOFTWARE

The University Facilities Operations and Maintenance utilizes eBuilder Project Management software to assist in the management of all projects. Use of the eBuilder system involves submission of all documentation through the web based system. Such documentation includes submissions during design and construction phases, and includes construction document submissions, cost estimates, constructability reviews, reports, requests for information, product submittals, shop drawings, outage requests, invoices and other project related documents. The University of Maryland, Baltimore Design and Construction (UMB D&C) has switched to an eBuilder unlimited licensing plan. This means that the project team (A/E and Contractor) will be required to register for use of the eBuilder system through UMB D&C and will NO LONGER be required to purchase an annual license for each Project Manager under this contract. This is ONLY for projects specifically at or managed by UMB. See eBuilder affidavit for further details.

P. BID SUBMITTAL DOCUMENTATION

The following documents should be included with your bid submittal. Must use UMB forms included in the bid document. It is the Vendor's responsibility to make sure they have carefully reviewed the Bid for any other required documents to be submitted with your response.

- Bid/Proposal Affidavit
- MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule - Attachment C-1A
- Bid Price Forms
- Acknowledgement of Amendments (if any)
- eBuilder Affidavit
- Proof of Insurance (Certificate of Insurance)
- Offering Alternate Product/Spec's. (indicate any deviations from the specifications of the referenced material, and provide spec. sheets which address all the salient features of the material offered).

MODERNIZATION OF ELEVATOR AT PLAZA GARAGE
SECTION III: BID REQUIREMENTS & SPECIFICATIONS

A. BACKGROUND

The University of Maryland, Baltimore (UMB) is a public university that is a part of the University System of Maryland, a public corporation and an instrumentally of the State of Maryland. The 71-acre research and technology complex encompasses 67 buildings located in West Baltimore; a city that has become a model for urban rebirth and vitality. The UMB complex has over 7,119 faculty members and staff and 6,329 students enrolled in six professional schools; School of Dentistry, School of Law, School of Medicine, School of Nursing, School of Pharmacy, School of Social Work and a Graduate School.

B. PURPOSE

1. Intent

- a. This section is for the modernization of ONE (1) passenger elevator:

One (1) direct lift hydraulic elevator (PE1)

The elevator is located at Plaza Garage 500 W. Redwood Street, Baltimore MD, 21201. The successful bidder will be the prime contractor for this project and will be responsible for all aspects of modernizing the elevator, including, but not limited to the building related work that is required by Code when undergoing an elevator modernization.

- b. All elevator related work shall be performed by an elevator contractor licensed in the State of Maryland and regularly engaged in the business of installing and modernizing elevator.
- c. Related equipment shall be designed, constructed, installed and adjusted to produce the highest results with respect to smooth, quiet, convenient and efficient operation, durability, economy of maintenance, and the highest standard of safety.
- d. It is not the intent of these specifications to detail the construction and design of all parts of the equipment, but it is expected that the type, materials, design, quality of work and construction of each part shall be adequate for the service required, durable, properly coordinated with all other parts, and in accordance with the best commercial standards applicable and of the highest commercial efficiency possible.
- e. Electric and magnetic circuits and related parts shall be of proper size, design and material to avoid heating and arcing, and all other objectionable effects which may reduce the efficiency of operation, economy of maintenance and/or net-useful life of the apparatus.
- f. All equipment and component parts installed, supplied or provided under this contract shall be manufactured and distributed by a firm regularly engaged in manufacturing and distributing equipment for use in the vertical transportation industry.

- 1) Apparatus shall conform to the design and construction standards referenced herein, and shall be rated the best commercial grade suitable for this application.
 - 2) Equipment and component systems shall not employ any experimental devices or proprietary designs that could hamper and/or otherwise prohibit subsequent maintenance repairs or adjustments by all qualified contractors.
 - 3) Manufacturers of the apparatus shall provide technical support and parts replacements for their equipment and component systems for a minimum of twenty (20) years, and issue such guarantee of support to the purchaser with written certification naming the final Owner of their product(s) to ensure the apparatus or systems remain maintainable regardless of who may be selected for future service.
- g. All equipment provided shall be factory and field tested with a history of design reliability and net-useful life established.
- 1) Contractor must be able to demonstrate the apparatus to be installed has been used successfully in a substantially similar manner under comparable conditions.
 - 2) If the apparatus proposed differs substantially in construction, material composition, design, size, capacity, duty or other such rating from the equipment previously used for the same purpose by the manufacturer, the University may reject the apparatus or require the vendor test and demonstrate the adequacy and suitability for this particular situation. Any necessary test shall be performed at the sole expense of the Contractor with no prior guarantee of acceptance after the testing procedure.
- h. The Contractor shall not use as part of the permanent equipment any experimental devices, proprietary design, components, construction of materials which have not been fully tried out in at least substantially similar or under comparable service, except as may be especially approved by the University.
- i. Certain design limitations, tests, etc., are herein specified as a partial check of the adequacy of design, construction and materials used. These requirements do not cover all features necessary to ensure satisfactory and approved operation, etc., of the equipment.
- j. It is understood, the entire system shall be designed, fabricated, modified and/or upgraded in full compliance with applicable local laws and code standards. The absence of a particular item or requirement shall not relieve the Contractor of the full and sole responsibility for such equipment, features and/or procedures.
- k. With the exception of only those items specifically identified as being performed by others, the Specifications are intended to include all engineering, material, labor, testing, and inspections needed to achieve work specified by the Contract Documents. Inasmuch as it is understood that any incidental work necessary to complete the project is also covered by the Specifications, bidders are cautioned to familiarize themselves with the existing job site conditions.

1. The reference to a particular manufacturer name or part numbers are for reference purposes only and are not intended to restrict offers of different manufacturer. UMB reserves the right to make all determinations of equivalency.

Vendor must be an authorized Dealer, Distributor, Authorized Reseller, Manufacturer or Manufacturer's Representative for product(s) quoting. Proof of this authorization may be required.

If you are offering an alternate material from that referenced, you must clearly indicate that you are offering an alternate, indicate any deviations from the specifications of the referenced material and provide spec. sheets which address all the salient features of the material offered. Failure to provide this information will lead to your quote being deemed non-responsive.

2. Description

- a. Work of this Section includes labor, materials, tools, equipment, appliances and services required to manufacture, deliver and install the units complete as specified herein, and/or as required by job conditions.
- b. The work and /or requirements specified in all sections is described in singular with the understanding that identical work shall be performed on all units or associated systems unless otherwise specified herein.
- c. The work shall include, but is not limited to the following:
 - 1) One (1) 2,500 lb. capacity, direct lift hydraulic passenger elevator operating at 125 fpm.

3. Abbreviations and Symbols

- a. The following abbreviations, Associations, Institutions, and Societies may appear in the Project Manual or Contract Documents:

AHJ	Authority Having Jurisdiction
AIA	American Institute of Architects ANSI
	American National Standards Institute
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
BOCA	Building Officials and Code Administrators International, Inc. - Basic National Building Code
IEEE	Institute of Electrical and Electronics Engineers
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Agency
OSHA	Occupational Safety and Health Act

4. Codes and Ordinances / Regulatory Agencies

- a. Work specified by the Contract Documents shall be performed in compliance with applicable Federal, State, and municipal codes and ordinances in effect at the time of Contract execution. Regulations of the Authority Having Jurisdiction (AHJ) shall be fulfilled by the Contractor and Subcontractors. The entire installation, when completed, shall conform with all applicable regulations set forth in the latest editions of:
 - 1) Local and/or State laws applicable for logistical area of project work.
 - 2) Safety Code for Elevators and Escalators, ASME A17.1 and all supplements.
 - 3) Guide for Inspection of Elevators, Escalators, and Moving Walks, ASME A17.2.
 - 4) Safety Code for Existing Elevators and Escalators, ASME A17.3.
 - 5) Guide for emergency evacuation of passengers from elevators, ASME A17.4.
 - 6) National Electrical Code (ANSI/NFPA 70).
 - 7) American With Disabilities Act - Accessibility Guidelines for Building and Facilities.
 - 8) ASME A17.5/CSA-B44.1 - Elevator and escalator electrical equipment.
 - 9) NEII – 1 – 2000 Performance Standards

5. Reference Standards

- a. AISC - Specification for the Design, Fabrication and Erection of Structural Steel for Buildings.
- b. ICC/ANSI A117.1 - Buildings and Facilities - Providing Accessibility and Usability for Physically Handicapped People.
- c. ASME A17.1 - Safety Code for Elevators and Escalators.
- d. ASME A17.2 - Inspector's Manual for Elevators and Escalators.
- e. ANSI/AWS D1.1 - Structural Welding Code, Steel.
- f. ANSI/NFPA 70 - National Electrical Code.
- g. ANSI/NFPA 80 - Fire Doors and Windows.
- h. ANSI/UL 10B - Fire Tests of Door Assemblies.
- i. APA - American Plywood Association.
- j. ASTM A36 - Steel Supports and Reinforcement.
- k. ASTM A139 - Electric-Fusion (ARC) Welded Steel Pipe (NPS 4 Inch and Over).
- l. ASTM A276 - Stainless Steel Bars and Shapes.
- m. ASTM A446 - Steel Sheet, Zinc Coated (Galvanized) by the Hot-Dip Process, Structural (Physical) Quality.
- n. ASTM A786 - Rolled Steel Floor Plate.
- o. ASTM B36 (36M) – Bronze Sheet (alloy) UNS No.C2800 (Muntz metal).
- p. ASTM B151 - Nickel Silver Extrusions.
- q. ASTM B221 - Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Shapes and Tubes.
- r. ASTM B455 - Bronze Extrusions.

- s. ASTM B632 - Aluminum-alloy Rolled Tread Plate.
- t. NEMA LD3 - High Pressure Decorative Laminates
- u. ANSI/IEEE - 519-1992
- v. ANSI/IEEE - Guide for Surge Withstand Capability (SWC) Tests
- w. ANSI Z97.1 – Laminated/Safety Tempered Glass

6. Definitions

- a. Defective Work: Operation or control system failure, including excessive malfunctions; performances below specified ratings; excessive wear; unusual deterioration or aging of materials or finishes; unsafe conditions; need for excessive maintenance; abnormal noise or vibration; and similar unusual, unexpected, and unsatisfactory conditions.
- b. Definitions in ASME A17.1 as amended or modified by the AHJ apply to work of this Section.

C. **PERMITS AND SUBMITTALS**

1. Permits

- a. Prior to commencing work specified by the Contract Documents, the Contractor shall, at its own expense, obtain all permits or variances as may be required by the AHJ and provide satisfactory evidence of having obtained said permits and variances to the University
- b. File necessary drawings for approval of all or permit with Maryland Department of Labor Licensing and Regulations.

2. Submittals

- a. Prior to beginning the work, the Contractor shall submit and have approved copies of fixture shop drawings and standard catalog cuts. These items shall include all accessories and new equipment being installed.
- b. The University shall pass on the submittals with reasonable promptness and the Contractor shall be responsible to ensure that there will be no delay in their work or that of any subcontractors involved.
- c. Approved filing and submittal requirements must be completed before equipment and related materials are ordered.
- d. Copies of Department of Buildings' permits and/or governing authority's documents will be posted at the job site with copies issued to the University.
- e. Samples of wood, metal, plastic, paint or other architectural finish material applicable to this project shall be submitted for approval by the Owner's designee.
- f. It shall be understood that approval of the drawings and cuts by the University or any designee shall be for general arrangement only and does not include measurements which are the Contractor's responsibility or approval of variations from the contract documents required by the AHJ.
- g. The Contractor shall prepare a record log and maintain all submittals, shop

drawings, catalog cuts and samples.

3. Keys

- a. Upon the initial acceptance of work specified by the Contract Documents on each unit, the Contractor shall deliver to the Owner, ten (10) keys for each new general key-operated device that is provided in accordance with ASME A17.1, Part 8 standards as may be adopted and modified by the AHJ.
- b. All other keying of access or operation of equipment shall be provided in accordance with ASME A17.1 Part 8 as may be adopted and modified by the AHJ.

4. Diagnostic Tools

- a. Prior to seeking final acceptance of the project, the Contractor shall deliver to the Owner any specialized tools required to perform diagnostic evaluations, adjustments, and/or programming changes on any microprocessor-based control equipment installed by the Contractor. All such tools shall become the property of the Owner.
 - 1) Owner's diagnostic tools shall be configured to perform all levels of diagnostics, systems adjustment and software program changes which are available to the Contractor.
 - 2) Owner's diagnostic tools that require periodic re-calibration and/or re-initiation shall be performed by the Contractor at no additional cost to the Owner for a period equal to the term of the maintenance agreement from the date of final acceptance of the project.
 - 3) The Contractor shall provide a temporary replacement, at no additional cost to the Owner, during those intervals in which the Owner might find it necessary to surrender a diagnostic tool for re-calibration, re-initiation or repair.
- b. Contractor shall deliver to the Owner, printed instructions, access codes, passwords or other proprietary information necessary to interface with the microprocessor-control equipment.

5. Wiring Diagrams, Operating Manuals and Maintenance Data

- a. Contractor shall deliver to the Owner, four (4) identical volumes of printed information organized into neatly bound manuals prior to seeking final acceptance of the project.
- b. The manuals shall also be submitted in electronic format on non-volatile media, incorporating raw 'CAD' and/or Acrobat 'PDF' file formats.
- c. Manuals, as well as electronic copies, shall contain the following:
 - 1) Step-by-step adjusting, programming and troubleshooting procedures that pertain to the solid-state microprocessor-control system and motor drive equipment. Such information shall include but not limited to error or event information.

- 2) Passwords or identification codes required to gain access to each software program in order to perform diagnostics or program changes.
 - 3) A composite listing of the individual settings chosen for variable software parameters stored in the software programs of both the motion and dispatch controllers.
 - 4) Method of control and operation.
- d. Contractor shall provide four (4) sets of “AS INSTALLED” straight-line wiring diagrams in both hard and electronic format in accordance with the following requirements:
- 1) Displaying name and symbol of each relay, switch or other electrical component utilized including identification of each wiring terminal.
 - 2) Electrical circuits depicted shall include all those which are hard wired in both the machine room and hoistway.
 - 3) Supplemental wiring changes performed in the field shall be incorporated into the diagrams in order to accurately replicate the completed installation.
- e. Furnish four (4) bound instructions and recommendations for maintenance, with special reference to lubrication and lubricants.
- f. Manuals or photographs showing controller repair parts with part numbers listed.
6. On-Site Training
- a. Prior to seeking final acceptance of the project, the Contractor shall provide one 8-hour session of elevator manufacture training at new installation locations on the complete operation, adjusting, and troubleshooting of the elevator system with building personnel selected by the Owner. If elevator manufacture does not offer OEM training for this newly modernized elevator equipment installed then contractor can perform this training. Training shall include complete instruction on the use of any service or adjusting tools.
- b. The focus of the session shall include:
- 1) Instructions on proper safety procedures to utilize in assisting passengers that may become entrapped inside an elevator car.
 - 2) Explain each control feature and its correct sequence of operation.
- c. Control features covered shall include but, not be limited to:
- 1) Independent Service Operation
 - 2) Emergency Fire Recall Operation - Phase I
 - 3) Emergency In-car Operation - Phase II
 - 4) Emergency Power Operation
 - 5) Emergency Communications Equipment
 - 6) Interactive Systems Management

7. Patents

- a. Patent licenses which may be required to perform work specified by the Contract Documents shall be obtained by the Contractor at its own expense.

8. Advertising

- a. Advertising privileges shall be retained by the Owner.
- b. It shall be the duty of the Contractor to keep the job site free of posters, signs, and/or decorations.
- c. Contractor's logo shall not appear on faceplates or entrance sills.

D. QUALITY ASSURANCE

1. Materials and Quality of Work

- a. All materials are to be new and of the best quality of the kind specified.
- b. Installation of such materials shall be accomplished in a neat manner and be of the highest quality.

- 1) Should the Contractor receive written notification from the Owner stating the presence of inferior, improper, or unsound materials or quality of installation, the Contractor shall, within twenty-four (24) hours, remove such work or materials and make good all other work or materials damaged.

2. Mechanical Design Requirements (General)

- a. The following typical requirements shall apply to all parts of the work where applicable and are supplementary to other requirements noted under the respective headings.

- 1) All bearings, pivots, guides, guide shoes, gearing, door hanger sheaves, door hanger tracks and similar elements subject to friction or rolling wear in the entire elevator installation shall be accurately and smoothly finished and shall be arranged and equipped for adequate and convenient lubrication. Means shall be provided for flushing and draining the larger bearings and gear case. All oiling holes shall have dustproof, self-cleaning caps.
- 2) Bearings of governor and governor sheaves and important supporting bearings of other parts in motion when the elevator is traveling shall, unless otherwise specified or approved, be of ball or roller bearing type or shall have renewable linings of bronze or babbitt metal.
- 3) Bearings for brake levers and similar uses where the amount of movement under load is light and the wear negligible may be unlined.
- 4) All plain bearings shall be liberally sized in accordance with the best commercial elevator usages which have proved entirely satisfactory on heavy-duty installations.
- 5) Bearings of motors shall be arranged and equipped for adequate automatic lubrication. Ring or chain oilers, spring-fed grease cups and equivalent devices properly used in accordance with the best

commercial elevator practice will be acceptable. Approved means shall be provided for visibly checking the amount of lubricant contained and for flushing and draining. Means shall also be provide for preventing leakage of lubricant when the reservoirs or grease cups are filled to proper levels.

- 6) Ball and roller bearings shall be of liberal size and of a type and make which have been extensively and successfully used on other similar, heavy-duty elevator installations. They shall be fully enclosed. Loading, lubrication, support and all other conditions of use shall be in accordance with the recommendations of the bearing manufacturer based on previous extensive and satisfactory elevator usage.
- 7) All armature spiders and similar items intended to rotate with their shafts shall be keyed and/or firm press or shrunk fit on the shafts. Set screw fastening will be permitted only for minor items not subject to hoisting loads and where means for field adjustment is required.
- 8) All bolts used to connect moving parts, bolts carrying hoisting stresses and all other bolts, except guide rail bolts, subject to vibration or shock shall be fitted with adequate means to prevent loosening of the nuts and bolts. Bolts transmitting important shearing stresses between machine parts shall have tight body fit in drilling holes.
- 9) All machine work, assembling and installing shall be done by skilled and experienced mechanics using first-class, modern equipment and tools. All work shall be thoroughly high grade in every respect. All parts will be manufactured to high precision standards so that wearing parts will be readily interchangeable with stock repair parts with a minimum of field fitting.
- 10) All bearing and sliding surfaces of shafts, pins, bearings, bushings, guides, etc., shall be smoothly and accurately finished. They shall be assembled and installed in accurate alignment and with working clearance most suitable for the load, speed, lubrication and other conditions of use.
- 11) Structural steel used for supporting and securing equipment and for the construction of car slings, etc., shall conform to the A.S.T.M. specification for Structural Steel for Buildings. Design stresses shall not exceed those specified in the local Building Code.
- 12) Castings of motor frames, sheaves, gear casings, etc., shall be of the best quality metallurgically controlled, hard, close grained gray machinery cast iron, free from blow holes, sand holes, or shrinkage cracks, ground to remove overruns, sanded and machined so as to leave a finish suitable for its particular application. Surfaces of sheaves and brake drums shall be entirely free from defects and shall show a hardness of not less than 220 Brinnell.

3. Electrical Design Requirements (General)

- a. The following typical requirements shall apply to all parts of the work and are supplementary to other requirements noted under the respective headings.
 - I. The design and construction of the motors shall conform to the requirements of these specifications and to the ASME

- Standards for Rotating Electrical Machinery with revisions issued to the first day when the work of this Contract was advertised. Motors shall operate successfully under all loads and speeds and during acceleration and deceleration.
- II. Motors shall be designed for quiet operation without excessive heat.
 - III. Insulation on motor coils and windings and on all insulated switch, relay, brake and other coils shall conform to the requirements for Class "H" insulation, as defined in ASME Standards for Rotating Electrical Machinery. All motors shall be impregnated twice.
 - IV. Switches, relays, etc., on controller, starter and signal panels and similar items on other parts of the equipment shall be the latest improved type for the condition of use. They shall function properly in full accordance with the requirements of the machines controlled and with the specified operating requirements of the elevator. Any of these parts showing wear or other injurious effects during the guarantee period to the extent that abnormal maintenance is required or indicated shall be replaced with proper and adequate parts by the Contractor.
 - V. Contacts in elevator motor circuits which are intended to be opened by governors or other safety devices shall be copper to carbon or other approved non-fusing type.
 - VI. Where required, controllers and other component parts of the installation shall be labeled in accordance with the latest codes and standards as adopted and/or otherwise modified by the AHJ.
 - VII. Electrical equipment, motors, controllers, etc., installed under this contract shall have necessary CSA/US or UL listing. Equipment shall be labeled or tagged accordingly.

4. Materials, Painting and Finishes

- a. Two (2) coats of rust inhibiting machinery enamel shall be applied to exposed ferrous metal surfaces in the pit that do not have a galvanized, anodized, baked enamel, or special architectural finishes.
- b. Two (2) coats of rust-inhibiting enamel paint to the machinery located within the machine room and secondary level (where applicable) as well as to the machine room floors and walls.
- c. Identify all equipment including buffers, crosshead, safety plank, machine, controller, drive, disconnect switch, etc., by 4" high numerals which shall contrast with the background to which it is applied. The identification shall be either decalcomania or stencil type.
- d. Paint or provide decal-type floor designation not less than six (6) inches high on hoistway doors (hoistway side), fascias and/or walls as required by Code at intervals not exceeding 7'-0". The color of paint used shall contrast with the color of the surface to which it is applied.

5. Handicapped Requirements (ADAAG)

- a. Locate door reopening devices at 5" and 29" above the finish floor when individual contact projection apparatus is employed.
- b. Locate the alarm button and emergency stop switch at 35", and floor and control buttons not more than 48" above the finished floor. The alarm button shall illuminate when pressed for visual acknowledgement to user.
- c. Provide raised markings in the panel to the left of the car call and other control buttons. Letters and numbers shall be a minimum of 5/8" and raised .03" and shall be in contrasting color to the call buttons and cover plate.
- d. The centerline of the hall push button shall be 42" above the finished floor.
- e. The hall arrival lanterns or cab direction lantern provided shall be "volume adjustable" sound once for the "up" direction and twice for the "down" direction. Design and locate fixtures per ADA and Federal standards.
- f. Provide floor designations at each entrance on both sides of jamb at a height of 60" above the floor. Designations shall be 2" high, raised .03" on a contrasting color background as selected by the Owner.
 - 1) Use cast metal plates and polished numbers secured with tamper-proof hardware.
- g. Provide a "volume adjustable" audible signal to tell passenger that the car is stopping or passing a floor served by the elevator.
- h. Provide signal controls for passenger entry/exit transitions per Federal standards.
- i. Ensure sill-to-sill running clearances do not exceed 1-1/4" at all landings served.
- j. Provide visual call acknowledgment signal for cab emergency intercommunication device.

E. DELIVERY, STORAGE, HANDLING AND COORDINATION

1. Delivery and Storage of Material and Tools

- a. Delivery, Storage and Handling:
 - 1) Deliver materials to the site ready for use in the accepted manufacturer's original and unopened containers and packaging, bearing labels as to type of material, brand name and manufacturer's name. Delivered materials shall be identical to accepted samples.
 - 2) Store materials under cover in a dry and clean location, off the ground.
 - 3) Remove delivered materials which are damaged or otherwise not suitable for installation from the job site and replace with acceptable materials.
- b. The Owner shall bear no responsibility for the materials, equipment or tools of the Contractor and shall not be liable for any loss thereof or damage thereto.
- c. The Contractor shall confine storage of materials on the job site to the limits and locations designated by the Owner and shall not unnecessarily encumber the premises or overload any portion with materials to a greater extent than the structural design load of the Facility.
- d. The University will provide the Contractor a staging area located on floor 5/6 of PLAZA GARAGE.

2. Coordination of Building Related Work by Elevator Contractor

- a. Install sleeves, block outs, equipment with integral anchors, and other items that are embedded in concrete or masonry for the applicable equipment. Furnish templates, sleeves, equipment with integral anchors, and installation instructions and deliver to Project site in time for installation.
- b. Sequence the modernization with other work to avoid delaying the Work.
- c. Provide locations and dimensions of other work relating to elevators, including machine beams and electrical service, electrical outlets, lights, switches in pit, machine rooms and hoistways.

3. Removal of Rubbish and Existing Equipment

- a. On a scheduled basis, the Contractor shall remove from the job site all rubbish generated in performing work specified in the Contract Documents.
- b. Any component of the existing elevator plant that is not reused under the scope of work specified in the Contract Documents shall become property of the Contractor and, as such, shall be removed from the premises at the Contractor's sole expense.
- c. The Contractor agrees to dispose of the aforementioned equipment and rubbish in accordance with any and all applicable Federal, State, and municipal environmental regulations, and further accepts all liability that may result from handling and/or disposing of said material.

4. Protection of Work and Property

- a. The Contractor shall continuously maintain adequate protection of all their work from damage and shall protect the Owner's property from injury or loss arising out of this contract.
- b. The Contractor shall make good any such damages, injury or loss, except such as may be directly caused by agents or employees of the Owner.
- c. The Contractor shall provide all barricades required to protect open hoistways or shafts per OSHA regulations. Such protection shall include any necessary guards or other barricades for employee protections during and after the modernization procedure.

5. Related Work by Elevator Contractor

- a. The following requirements shall be applicable based on prevailing conditions at the site of work and/or mandated modifications for code compliance.
 - 1) Installation of new main line power feeders with related disconnect switches designed and located per local law requirements.
 - I. The main line power for the existing hydraulic elevator is 240V 3 phase. Reuse conductors from main switchgear to elevator room. Provide new conductors from main line disconnect to elevator equipment.

- 2) Provide auxiliary power feeds with required distribution load center (circuit breaker panel) for intercommunication, CCTV systems, cab lighting or other specialty devices existing or to be provided by the Elevator Contractor.
 - I. Voltage shall be 110 VAC with one 15 Amp circuit breaker or fuse for lighting of each individual elevator car enclosure.
 - II. Circuit breakers and/or fused disconnects shall be lockable in the “OFF” position in accordance with applicable code.
- 3) The top surface of any setback or projection in the hoistway that measures 4” or more in width shall be beveled at an angle of not less than 75 degrees from horizontal. Each bevel plate shall be constructed from prime painted 14 gauge cold-rolled steel and installed so as to conform with ASME A17.1 elevator safety code as modified by, and/or in addition to codes and standards accepted by the AHJ.
- 4) Installation of hoistway and machine room smoke relief provisions in accordance with local laws.
- 5) Installation of new permanent LED lighting fixtures with protective guards and 110 volt duplex GFI receptacles inside the machine room. Illumination shall be no less than 19 foot-candles at floor level. A light control switch shall be provided immediately adjacent to the machine room entrance door. Provide necessary receptacles as required to supply power to auxiliary elevator equipment and/or remotely located monitors.
- 6) Provide each elevator pit with a 110 volt GFI duplex receptacle and a permanent LED lighting fixture equipped with protective guard. Illumination shall be no less than 10 foot-candles at pit floor level. A light control switch must be provided and so positioned as to be readily accessible from the pit entrance door or ladder.
- 7) Provide the following signage, plates and tags:
 - I. Provide access doors to each electrical control room, secondary or machinery space with signs that read “ELEVATOR MACHINE ROOM”. Letters shall be not less than 2” high.
 - II. Provide all required manufacturer data plates and installation-specific tags and signs of the types and styles containing information as required by applicable Codes and Standards as adopted and/or modified by the AHJ.
- 8) Where the pit extends more than 3 feet below the sill of the pit access door, provide a permanent fixed metal ladder.
 - I. Ladder shall extend no less than 48” above the sill of the access door. Handgrips shall extend from the ladder to a point no less than 48” above the sill of the access door where the ladder does not comply.
 - II. The rungs shall be a minimum of 12” wide. Where prevailing conditions prevent a 12” wide rung, the rung may be reduced

- to no less than 9".
 - III. The rungs shall be spaced 12" on center.
 - IV. A clear distance of no less than 4 ½" from the centerline of the rungs and handgrips to the nearest permanent object in back of the ladder shall be provided.
 - a) Where prevailing conditions prohibit the installation of the required ladder as specified above, the Elevator Contractor shall coordinate requirements necessary for compliance with the Authority Having Jurisdiction.
- 9) Provide a standard railing conforming to Code on the outside perimeter of the car top on all sides where the perpendicular distance between the edges of the car top and the adjacent hoistway enclosure exceeds 300 mm (12 in.) horizontal clearance or as otherwise required by the Authority Having Jurisdiction.
 - 10) Installation of fire emergency control interface provisions for automatic recall of the elevator(s) through operation of the fire detection system. Provisions shall be made for alternate designated fire recall landing with connection contingent on Codes recognized by the local governing authority. The interfacing contacts shall be wired to an electrical junction box located inside each elevator machine room for connection to the elevator control systems by the Elevator Contractor. Each wire shall be clearly labeled with its control function. Coordinate the type of interface required for the specific elevator control apparatus.
 - 11) Where sprinkler fire protective systems are provided inside any elevator hoistway, machine room or associated machinery space, provisions shall be made for the disconnecting of the main line power supply from the affected elevator prior to activation. This means of disconnect shall be manually reset in accordance with code.
 - 12) Provide necessary patching, repairing and installation of masonry and/or dry wall for smooth and legal elevator hoistways. Removal of fixture back boxes and hall lantern fixtures by elevator contractor, patching of walls after removal will be the GC's responsibility.
 - 13) Provide any required repair of smoke holes with subway grating covers in the machine rooms and/or secondary levels where applicable. All smoke ventilation provisions, including duct work, dampers, fans, fire control interfaces, in accordance with local codes, shall be reviewed for proper operation.
 - 14) Provide a class "ABC" fire extinguisher in electrical machinery and control spaces. Locate the extinguisher in close proximity to the access door.
 - 15) Provide necessary telephone wiring with connection to local telephone service for remote elevator monitoring and/or two-way voice emergency communications systems.
 - I. Terminate the telephone wiring in junction boxes or standard phone jack terminals in the machine room.

- II. Coordinate the quantity and termination method of individual phone connections with the Elevator Contractor.
 - III. Identify each phone line for connection by the Elevator Contractor to the appropriate elevator device(s).
 - IV. Telephone wiring, where required by applicable codes, shall be installed in conduit.
- 16) Provide a smoke detector system meeting the requirements of A17.1 and/or the Local Governing Authority.
- 17) Subsequent to the contract execution, the Contractor shall perform the following procedures and engineering tasks relative to balance loading of system and cab work included under base specification requirements and alternative/optional upgrades:
 - I. Perform balance load testing to determine existing conditions and requirements applicable to new/modified equipment.
 - II. Provide data for Purchaser and/or their agents to evaluate any limitations that may be placed on design/finish options due to prevailing conditions or total suspended loading.
- 18) The Contractor shall provide whatever barricades are necessary in order to maintain adequate protection of areas in which work specified by the Contract Documents is being performed, including open hoistway entrances. Fabrication and erection as all barricades shall be in compliance with applicable OSHA regulations.
- 19) The Contractor shall install a dedicated telephone line in each elevator machine room.

F. WARRANTY AND MAINTENANCE SERVICES

- 1. Contract Close-Out, Guarantee and Warranties
 - a. The Contractor agrees to certify that work performed in accordance with the Contract Documents shall remain free of defects in materials and quality of work for a period of two (2) years after final acceptance of the completed project.
 - b. The sole duty of the Contractor under this warranty is to correct any non-conformance or defect and all damages caused by such defect without any additional cost to the Owner and within fifteen (15) days of notification.
 - c. The express warranty contained herein is in lieu of all other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.
- 2. Maintenance Coverages
 - a. The following maintenance coverages apply:
 - 1) Interim Maintenance
 - I. Provide full protective maintenance services and equipment coverage upon notice to proceed/contract execution, prior to

the commencement of work, and during the work implementation procedure, until final acceptance of the finished project.

2) Guarantee Maintenance

- I. Provide full comprehensive preventative maintenance services for a period of twenty-four (24) months after the final completion and acceptance of the entire project.
- II. Costs related to guarantee maintenance shall be indicated on the bid form in the space provided.

b. Maintenance Service

- 1) Initial Maintenance Service: Beginning at Substantial Completion, provide full maintenance service for a minimum of 24 months, using skilled competent employees trained by the elevator manufacturer. Maintenance shall, at no additional cost to the University, include monthly preventive maintenance visits, repair or replacement of worn or defective components, lubrication, cleaning and adjusting as required for proper elevator operation at rated speed and capacity. Use parts and supplied as in the manufacture and installation of original equipment. Maintenance service shall run concurrently with the 12 month warranty period.
 - I. Perform maintenance, including emergency call back service at no additional cost to the University using a qualified mechanic that shall respond within 1 hour and no elevator, for whatever reason, shall be out of service for more than a 24 hour period.
 - II. The maintenance work shall be performed by elevator personnel directly employed and supervised by the manufacturer or installer of the equipment who are experienced and skilled in maintaining elevators similar to those to be maintained under this agreement.
 - III. Maintenance contractor shall maintain all parts of the elevator consisting of, but not limited to, machines, motors, solid-state motor drives, positioning systems, pumps, valves, cylinder head, above ground piping, hoses, fittings, gauges, seals, O-Rings, filters, screens, packing, belts, recovery devices, rescuator, above ground cylinder and plunger assemblies, mufflers, heaters, shut-off valves, valves, brushes, controllers, selectors, worms, gears, thrusts, bearings, brake magnet coils, brake shoes, windings, rotating elements, contacts, coils and resistances for operating and motor control circuits, magnet frames, leveling devices, cams, car and hoistway door hangers, tracks and guides, door operating devices, door protection systems, hall lanterns and all other elevator operating, signal and accessory equipment complete.

- 2) The maintenance work shall consist of the following:
 - I. All maintenance shall comply with the ASME A17.1 Standards.
 - II. Supplying, repairing and replacing of all parts of every description made necessary by wear and tear at the maintenance contractor's cost. Only parts that are correctly designed and suitable in all respects shall be used. The maintenance contractor shall have and maintain on hand locally a supply of spare parts sufficient for the normal maintenance and repair of the equipment. The following items of elevator equipment are excluded: car enclosures, hoistway enclosures, hoistway doors, door frames and sills, fluorescent light bulbs.
 - III. Repairing and/or replacing all electrical wiring and conductors, extending to the elevator from the mainline switch or circuit breaker. Mainline switch fuses are excluded.
 - IV. Keeping the guide rails clean and properly lubricated, except when roller type guides are involved no rail lubrication shall be used. When necessary, the maintenance contractor shall renew guide shoe gibs or rollers as required to ensure smooth and quiet operation. All oil reservoirs shall be kept properly sealed to prevent leakage.
 - V. Keeping the exterior of the machinery and any other parts of the equipment subject to rust properly painted and presentable at all times. The motor windings and controller coils are to be periodically treated with proper insulating compound.
- 3) The maintenance contractor shall not be required to make renewals or repairs necessitated by reason of negligence or misuse of the equipment by persons other than the maintenance contractor, their representatives and employees, or by reason of any other cause beyond the control of the maintenance contractor, except ordinary wear and tear. The maintenance contractor shall not be required under this agreement to install new attachment as may be recommended or directed by insurance companies or Governmental Authorities.
- 4) This service shall be performed solely by the manufacturer or installer of the equipment and shall not be assigned or transferred to any agent of subcontractor.

c. Required DLLR Periodic Annual Testing and Inspections

- 1) The maintenance contractor will perform all required periodic annual testing for this elevator during the 24 month warranty period at no extra cost to the University. University Elevator Shop Manager

will be responsible for providing the Third Party Qualified Elevator Inspector TPQEI to witness all tests that are required to receive an up to date certificate of inspection from Department of Labor, Licensing and Regulation DLLR.

G. PRODUCTS

1. ELEVATOR

a. Direct lift hydraulic passenger elevator (PE1)

1.	Quantity	One (1)
2.	Type / Loading	Direct Lift Hydraulic / Passenger
3.	Capacity (lbs)	2,500
4.	Speed (fpm)	125
5.	Travel in Feet	Existing
6.	Number of Landings	FOUR (4) at S, 1/2, 3/4, 5/6
7.	Number of Openings	Same as Landings
8.	Front Openings	All
9.	Rear Openings	None
10.	Operation	Simplex
11.	Control	Dover
12.	Fireman's Service	Phase I and II
13.	Number of Pushbutton Risers	One (1)
14.	Platform Size	Existing
15.	Guide Rails	Steel T's
16.	Buffers	Spring
17.	Cab Enclosure	New, as further specified
18.	Car Door Size / Type	42" wide by 84" high / Single Slide Center Opening
19.	Hoistway Door Size	Same as car
20.	Fixtures & Signals	New, Vandal Resistance

H. MANUFACTURERS

1. Pre-Approved Equipment Manufacturers

- a. The following manufacturer's equipment and materials have been pre-approved for use on this project.
 - 1) Controller - Motion Control Engineering, Elevator Controls Corporation, GAL (Galaxy), Virginia Controls, or University approved equal.
 - 2) Tracks, Hangers, Interlocks and Door Operators - G.A.L., or University approved equal.
 - 3) Fixtures - G.A.L., Adams, EPCO, Monitor, E-Motive USA, C.E. Electronics, Innovation, or University approved equal.
 - 4) Door Protective Device – Janus Panachrome3D, or University approved equal.
 - 5) Submersible Power Units – Lift Solutions, EECO, or University approved equal.
 - 6) Solid State Starters – Siemens, Sprecherschuh or University approved equal.
 - 7) VVVF Emergency Power Systems – MCE, Reynolds & Reynolds

- Electronics or University approved equal.
- 8) Electrical Traveling Cables – Draka, James Monroe or University approved equal.
- 9) Guide Shoes/Rollers – ELSCO (Model B for car and Model D for counterweight) or University approved equal.
- 10) Wire Ropes - Paulsen, Bethlehem, Wayland, Draka, Brugg or University approved equal.
- 11) Intercommunications/Telephones - K-Tech, Wurtec, Janus, or University approved equal.
- 12) Guide Rails – AFD Industries or University approved equal.
- 13) Digitized Annunciator – C.E. Electronics, Janus, or University approved equal.

- b. The reference to a particular manufacturer name or part numbers are for reference purposes only and are not intended to restrict offers of different manufacturer. UMB reserves the right to make all determinations of equivalency.

Vendor must be an authorized Dealer, Distributor, Authorized Reseller, Manufacturer or Manufacturer's Representative for product(s) quoting. Proof of this authorization may be required.

If you are offering an alternate material from that referenced, you must clearly indicate that you are offering an alternate, indicate any deviations from the specifications of the referenced material and provide spec. sheets which address all the salient features of the material offered. Failure to provide this information will lead to your quote being deemed non-responsive.

I. SYSTEMS AND COMPONENTS

1. Control Equipment

- a. Provide a microprocessor-based elevator control system.
- b. Digital logic shall calculate optimum acceleration, deceleration and velocity patterns for the car to follow during each run.
- c. Closed-loop distance and velocity feedback shall monitor the actual performance of the elevator car with the desired speed profile.
- d. System operating software shall be stored in non-volatile, electrically programmable read only memory (EPROM), electrically erasable and programmable read only memory (EEPROM), or flash read only memory (flash ROM).
 - 1) Elevator control relays, contactors, switches, capacitors, resistors, fuses, circuit breakers, overload relays, power supplies, circuit boards, static motor drive units, wiring terminal blocks and related components shall be totally enclosed inside a free-standing metal cabinet with hinged access doors.
 - 2) Mechanical ventilation or air conditioning of the cabinet shall be provided and shall be adequate to dispose of the full load heat losses

without exceeding 40° C (104° F) ambient temperature.

- I. Where integral air conditioners are not employed, control equipment cabinets shall be provided with forced air ventilation to prevent overheating of the electrical components housed therein.
 - II. Where integral air conditioners are employed, control equipment cabinets shall be “NEMA 12” rated with no ventilation fans or slots.
- 3) All electrical wiring inside the control equipment cabinet shall be performed in a neat manner with field wiring terminated at stud blocks provided inside the control cabinet.
 - 4) Each wiring terminal shall be clearly identified according to the nomenclature used on the “as built” wiring diagrams. No more than two (2) field wires may be connected to any single terminal stud.
 - 5) Spare wires shall be tagged according to their point of termination, bundled, ends taped and placed at the bottom of the control equipment cabinet.
 - 6) Each electrical component within the cabinet shall be permanently identified with symbols, identical to those used on the “as-built” wiring diagrams.
 - 7) A data plate that indicates the edition of the Code in effect at the time of installation and/or alteration shall be provided in accordance with applicable code and requirements of ASME A17.1 Code. The data plate shall be in plain view and securely attached on the mainline disconnect or on the controller.
 - 8) Control equipment shall comply with requirements of all applicable Sections of the ASME A17.1 Code as approved and adopted by the AHJ.
 - 9) If available as an option by elevator controller manufacture a 17” flat-panel LCD monitor shall be provided inside the elevator machine room for diagnostic purposes. The monitor shall be permanently mounted in a cabinet, on a shelf immediately adjacent or attached to or in a control cabinet of at least one car of a group. By means of graphic depiction, information available on the screen shall include:
 - I. An overview of car and corridor calls currently existing within the system.
 - II. Elevator operating status.
 - III. Elevator position, direction of travel and velocity.
 - IV. The open/close status of elevator door.
 - V. The current operational status of each CPU input and output.
 - VI. A sequential history of faults detected within the control system over the previous thirty (30) days.
 - 10) The manufacturer’s standard on-board “LCD” display shall be incorporated on the main processor board and/or otherwise

incorporated in the controller cabinet. The “LCD” shall be capable of providing alpha-numeric characters to view the operational status of the elevator and/or group functions depending on the application. The display shall provide the user with necessary information for troubleshooting and reprogramming of the basic system parameters.

- I. Where the “LCD” is not an integral part of the controller and troubleshooting/reprogramming requires the use of a separate tool, the tool shall be maintained in the machine room and accessible to service personnel. This tool, along with all technical documentation for the correct use of the tool, shall remain the property of the Owner.
- II. Password protection of critical programming features is required to prevent accidental changes to life-safety and other non-typical control settings.
- 3) Where a separate dispatch or group control panel is provided, a separate “LCD” display shall be provided to view group functions.

2. Hydraulic Submersible Power Unit (New – PE1)

- a. Configuration - All components will be mounted inside the tank.
- b. Pumping unit tank - The storage tank shall be constructed of steel and shall be provided with a removable cover containing a removable oil dip stick. The pump and submersible motor shall be mounted on reinforced isolation. The control valve shall be mounted in the discharge line above the oil level and easily accessible from the top of the tank.
- c. Pumping unit motor - The motor shall be of the submersible alternating current, squirrel cage induction type and shall be of a design adapted to electro-hydraulic requirements.
- d. Pumping unit pump - The pump shall be a positive displacement screw type to give smooth operation and shall be designed and manufactured for elevator service.
- e. Pumping unit control valve - The control valve shall be manifold with up, down and check valve sections. A control section including solenoid valves will direct the main valve and control up and down starting, transition from full speed to leveling speed, up and down stops, pressure relief and manual lowering. Down speed and up and down leveling shall be controlled at the main valve sections. All of these functions shall be fully adjustable for maximum smoothness and to meet contract conditions. The manual lowering feature will permit lowering the elevator at slow speed in the event of power failure or for adjusting purposes.
 - 1) Optional silencer - An air-bladder silencer shall be provided at the control valve discharge.
 - 2) Optional oil cooler - Oil cooler with heat rejection of 18,000 BTU/hr., based on ambient temperature 40 deg F cooler than oil out. Cooler may be mounted adjacent on pumping unit storage tank or remote up to 110 ft. horizontally and 55 ft. vertically.
 - I. To include:
 - a. Single Fan Radiator

- b. Adjustable thermostat control
 - c. Isolated radiator mounts
 - d. 10 micron easily changeable filter
 - e. Restriction sight glass with bypass in case of plugged filter
 - f. Single plug for 115 vac 20 amp separate circuit
 - g. Fittings, hardware, and instructions
 - 3) Design the tank shut-off valve for isolating oil in the power unit tank to ensure each of servicing and adjusting the elevator mechanism without removing oil from the tank.
 - 4) All valves shall be accessible for adjustment. All adjustment shall be made without removing the assembly from the oil line.
 - 5) All elements of the high pressure hydraulic supply line between the jack assembly and power unit shall conform with the requirements of ASME A17.1, Section 303.
 - 6) The high pressure hydraulic supply line shall be provided with a manually operated shut-off valve and at least one (1) isolation coupling consisting of metal flanges separated by neoprene O-rings. These items shall be located inside the elevator machine room.
3. Mainline Hydraulic Oil Strainer (New – PE1)
- a. Provide a mainline hydraulic oil strainer of the self-cleaning, compact type, equipped with a 40-mesh element and installed in the oil line. Design the unit for 400 psi working pressure.
4. Hydraulic Piping (New – PE1)
- a. Provide all necessary pipes and fittings to connect the power unit to the jack. Use minimum Schedule 80 steel pipe.
5. Automatic Leveling/Re-leveling and Positioning Device (New – PE1)
- a. Equip the elevator with a floor leveling device which shall automatically bring the car to a stop within 1/4" of any floor for which a stop has been initiated regardless of load or direction of travel.
 - b. This device shall also provide for releveling which shall be arranged to automatically return the elevator to the floor in the event the elevator should move below or above floor level in excess of 1/4".
 - c. This device shall be operative at all floors served and whether the hoistway or car door is open or closed provided there is no interruption of power to the elevator.
6. Load Weighing Device (New– PE1)
- a. Provide means to measure the load in the car within an accuracy of $\pm 4\%$ of the elevator capacity.
 - b. Provide one of the following types of devices:
 - 1) A device consisting of four strain gauge load cells located at each

- corner of the car platform and supporting a free floating car platform and cab with summing circuits to calculate the actual load under varying conditions of eccentric loading.
- 2) A strain gauge device located on the crosshead, arranged to measure the deflection of the crosshead and thus determine the load in the car.
- 3) A device consisting of four strain gauge load cells, supporting the weight of the elevator machine with summing circuits to calculate the actual load under varying conditions of load.
- 4) A device to measure the tension in the elevator hoist ropes and thus determine the load in the car.
- c. Arrange that the output signal from the load weighing device be connected as an input to the signal and motor control systems to pre-torque of the hoisting machine motors where applicable.
- d. Provide audible and visual signals in connection with the load weighing device when used as an “overload” device.
- 7. Low Oil Protective Device (New – PE1)
 - a. Should a hydraulic elevator stall due to low oil condition, or the elevator fails to reach the landing in the up direction, protective device shall automatically return the elevator to the bottom landing, open the door and shut down the system.
 - 1) The device shall meet the requirements of the ASME A17.1 Standards

J. MECHANICAL COMPONENTS AND MISCELLANEOUS EQUIPMENT

- 1. Hydraulic Jack Unit (New – PE1)
 - a. Design and construct the jack unit in accordance with the applicable requirements of the ASME Code. It shall be of sufficient size to lift the gross load at the rated speed to the height specified and shall be factory tested to ensure adequate strength and freedom from leakage. No brittle material, such as grey cast iron, shall be used in the jack construction.
 - b. The jack unit shall consist of
 - 1) A plunger of heavy seamless steel tubing turned smooth and true to ± 0.15 inches tolerance, and with no diameter change greater than .04 inches per foot of length.
 - 2) A stop ring electrically welded to the plunger to prevent plunger leaving its cylinder.
 - 3) Internal guide bearing.
 - 4) Cylinder head with removable packing gland to facilitate replacement of packing.
 - 5) A drip ring below cylinder head to collect oil.
 - 6) A bleeder valve to release gases from the system.
 - 7) The jack shall be protected by a coating designed to provide long term underground protection.

- c. Provide inert material between jack assembly and well hole casing.
 - d. Provide all necessary pit channels and steel to connect the jack assembly to the pit floor.
- 2. Car Buffers (New – PE1)
 - a. Provide buffer with necessary blocking and horizontal steel braces under the car and counterweight.
 - b. Provide spring type buffers for elevators with operating speeds of up to and including 200 fpm.
 - 1) The buffers shall comply in all respects with the requirements of the A17.1 Standards.
 - c. The buffer shall be tested by a qualified testing laboratory and approved as complying with the ASME Code.
 - d. Provide a permanent buffer marking plate which indicates the manufacturer's name, identification number, rated impact speed and stroke.
- 3. Guide Rails, Inserts and Brackets (Retain Existing Rail Stacks – PE1)
 - a. Retain existing guide rails and brackets. Thoroughly clean all guide rails of grease, oil and other foreign substance, file and remove all rough edges and surfaces. Realign, and tighten bracket bolts and guide rail clips for smooth and quiet operation of car.
- 4. Roller Guides (New – PE1)
 - a. Provide roller guide shoes with adjustable mounting base, rigidly bolted to the top and bottom of each side of the car and counterweight frame.
 - 1) Roller guides shall consist of a set of sound reducing rubber/neoprene wheels in precision bearings held in contact with the three finished rail surfaces by adjustable stabilizing springs.
 - 2) The bearings shall be provided with grease fittings for lubrication.
 - 3) Equip roller guides with adjustable stops to control postwise float.
 - 4) Fit the top car roller guides with galvanized, 16 gauge steel guards.
- 5. Car Frame (Reuse– PE1)
 - a. The existing car frame assembly shall be refurbished to as new condition and reused.
 - b. Individual car frame members, platform isolation framework, door operator support structure, related bracing and hardware shall be inspected for any indication of damage or distortion.
 - 1) Where damage is detected, the Contractor shall immediately inform the University and then undertake corrective action deemed appropriate by the University to remedy the condition.
 - c. Provide new elastomer isolation pads for all existing platforms where pads are presently installed.

- d. The car frame, door operator support and related bracing shall be modified or reconfigured as necessary in order to accommodate new cab enclosure and/or master door operating equipment specified herein.
 - e. The elevator car shall undergo static balancing upon substantial completion of all work described in the project specifications and subsequent to any car interior refinishing or cab replacement work performed in conjunction with the project.
6. Platform (Reuse– PE1)
- a. The existing platform shall be modified to accommodate the new apparatus specified herein.
 - 1) Underside of platform shall be refurbished and treated with fire-rated material, as required.
 - 2) Top of platform shall be refurbished with a marine grade plywood set to receive new finished floor covering as selected by Owner.
 - 3) Where necessary, provide a new safety access hole ring and cover assembly to match selected cab finishes.
 - 4) At Contractor’s option or when conditions warrant, provide a totally new platform in lieu of repairs, modifications and upgraded specified above at no additional cost to the University.
7. Top-of-Car Operating Station (New – PE1)
- a. An inspection operating station shall be provided on top of the elevator car.
 - b. This station shall be installed so that the controls are plainly visible and readily accessible from the hoistway entrance without stepping on the car.
 - c. When the station is operational, all operating devices in the car shall be inoperative.
 - d. Provide the following control devices and features:
 - 1) A push/pull or toggle switch designated “EMERGENCY STOP” shall be arranged so as to prevent the application of power to the hoist motor or machine brake when in the “off” position.
 - 2) A toggle switch designated “INSPECTION” and “NORMAL” to activate the top of car Inspection Service Operation.
 - 3) Push button designated “Up”, “Down” and “Enable” to operate the elevator on Inspection Service (the “Enable” button shall be arranged to operate in conjunction with either the “Up” or “Down” button).
 - 4) An indicator light and warning buzzer that are subject to activation under Phase I - Fire Emergency Recall Operation.
 - e. The unit shall contain the following additional devices:
 - 1) Approved car top lighting fixture with service guard and local control switch.
 - 2) Approved 120 Volt grounded convenience receptacle.

8. Designation and Data Plates, Labeling and Signage.

- a. Provide floor designation plates at each elevator entrance, on both sides of the jamb at a height of 60 inches to center line of plate.
 - 1) Designations shall be 2" high, 0.03" raised and stud mounted.
- b. Provide elevator with data and marking plates, labels, signage and refuge space markings complying with A17.1 Elevator Safety Code as may be adopted and/or otherwise modified by the AHJ.

K. WIRING AND ELECTRICAL SAFETY DEVICES

1. Electrical Conduit, Wiring and Traveling Cable (New) – The following specifications for wiring and electrical safety devices apply to elevator PE1.
 - a. Electrical wiring shall be provided.
 - 1) All wiring shall be stranded copper conductors, manufactured in compliance with ANSI/ASTM B174-71 and UL 62 requirements, and polyvinyl chloride insulation complying with ETT requirements of UL 62 and Article 400 of the National Electric Code.
 - 2) Electrical wiring provided for hoistway interlock shall be of a flame retardant type, capable of withstanding temperatures of at least 392 degrees Fahrenheit. Conductors shall be Type SF or the equivalent thereof.
 - 3) Each run of electrical conduit or duct shall contain no less than 10% spare wires and, in any case, no fewer than two (2) spare wires.
 - 4) Crimp-on type wire terminals shall be used where possible.
 - b. Traveling cable shall be provided. (New)
 - 1) Each traveling cable shall be provided with a flame and water resistant polyvinyl chloride jacket.
 - 2) Electrical wiring shall consist of stranded copper conductors, manufactured in compliance with ANSI/ASTM B174-71 and UL 62 requirements, and polyvinyl chloride insulation complying with ETT requirements of UL 62 and Article 400 of the National Electric Code.
 - 3) Each traveling cable shall contain no less than 10% spare wires.
 - 4) Traveling cable exceeding 100' in length shall be provided with a steel wire rope support strand from which the cable shall be suspended.
 - 5) Traveling cable must be contained within an approved electrical conduit to within 6' of the final suspension point in the hoistway.
 - 6) Each traveling cable shall be arranged to provide no fewer than six (6) individually shielded pairs of 20 gauge wire and arranged to contain no less than two (2) RG-6 cables for camera remote monitoring.
 - 7) Traveling cable conductors that terminate at a hoistway center box shall be connected to stud block provided for that purpose.

- I. Each wiring terminal shall be clearly identified by its nomenclature as shown on the “as built” wiring diagrams and solderless, crimp-on type wire terminals shall be used where possible.
- 8) The attachment of a traveling cable to the underside of the elevator car shall be performed so that a minimum loop diameter of 30x the cable diameter is provided.
- 9) Pre-hang the cables for at least 24 hours with ends suitably weighted to eliminate twisting during operation.
- c. Rigidly supported EMT conduit, flexible metal conduit and galvanized steel trough shall be utilized throughout the hoistway.
 - 1) Both EMT and flexible conduit shall be connected on either end by use of compression fittings and secured in place with metal clamps sized in accordance with the diameter of conduit utilized.
 - I. Wire or plastic wire ty-raps shall not constitute an acceptable means of fastening.
 - 2) The use of flexible metal conduit shall be limited to runs not greater than 3’ in length.
 - 3) All abandoned or unused electrical conduit shall be removed from the hoistway.
 - 4) Existing conduit and wiring duct may be reused if suitable for the application.

2. Normal and Final Terminal Stopping Devices (New)

- a. Provide normal terminal stopping devices to stop the car automatically from any speed obtained under normal operation within the top and bottom overtravel, independent of the operating devices, final terminal stopping device and the buffers.
- b. Provide final terminal stopping devices to stop the car and counterweight automatically from the speed specified within the top clearance and bottom overtravel.
- c. The terminal stopping devices shall have rollers with rubber or other approved composition tread to provide silent operation when actuated by the fixed cam in the hoistway.
 - 1) Terminal stopping devices that are not mechanically operated (i.e.: magnetic proximity) shall be provided by the manufacturer of the control equipment, intended for use as a terminal limit, and designed for reliable operation in the hoistway environment.
- d. Final terminal limits shall be pinned so as to prevent movement after final adjustment where required by the AHJ.

3. Pit Stop Switch (New)

- a. Where pit depth does not exceed 67", each elevator pit shall be provided with a push/pull or toggle switch that is conspicuously designated "EMERGENCY STOP" and located so as to be readily accessible from the hoistway entrance on the lowest landing served at a height of approximately 18" above the floor.
 - 1) This switch shall be arranged to prevent the application of power to the hoist motor and machine brake when placed in the "OFF" position.
- b. Where climb-in pit depth exceeds 67", each pit shall be provided with two (2) push/pull or toggle switches conspicuously designated "EMERGENCY STOP".
 - 1) Both of these stop switches, shall be located immediately adjacent to the pit access ladder.
 - I. Place one stop switch approximately 47" above the pit floor.
 - II. Place the second stop switch 18" above the hoistway entrance sill on the lowest landing served.
 - III. These switches shall be arranged so as to prevent the application of power to the hoist motor or machine brake when either one is placed in the "OFF" position.

L. OPERATING SYSTEMS AND OPERATION— The following operations systems and operational characteristics are applicable to elevator PE1.

1. Simplex Automatic Selective Collective Operation (New)

- a. The elevator shall automatically travel to landings for which a call demand exists. Stops in response to calls that are registered in either the car or corridor pushbutton stations shall occur in the natural order of progression in which the floors are encountered, depending on the direction of car travel, and irrespective of the order in which calls are registered. In responding to corridor calls, the elevator shall answer only those demands that correspond to the direction in which the car is traveling.
- b. Call acknowledgment lights provided in both the car and corridor pushbutton fixtures shall be extinguished as the car begins its slowdown approach to the corresponding landing. Immediately after cancellation, a corridor call shall be inoperative until the elevator doors have completed their dwell time in the open position and commenced their closing cycle.

2. Motion Control (New)

- a. Smooth stepless acceleration and deceleration of the elevator car shall be provided in either direction of travel during both single and multiple floor runs.
- b. Use digital logic to calculate optimum acceleration and deceleration patterns during each run.

- 1) The amplitude of acceleration and deceleration shall not exceed 4 ft/sec².
 - 2) The maximum jerk rate shall not exceed 8 ft/sec³.
 - 3) The maximum velocity which the elevator achieves in either direction of travel while operating under load conditions that vary between empty car and full rated load shall be within $\pm 2\%$ of the rated speed.
- c. Floor leveling accuracy of $\pm 1/4"$ as measured between the car entrance threshold and the landing sill on any given floor shall be provided.
- 1) This accuracy standard shall be maintained under varying load conditions and without need for releveling corrections caused by overshooting or stopping short of the floor (spotting).
- d. Brake-to-brake elapsed time during a typical elevator one floor run shall not exceed values as further specified in this document.
- 1) Timing, as measured between initial brake lift and the moment the brake sets with the car position level at the next adjacent floor, shall remain consistent under varying load conditions in either direction of travel.
- e. Elapsed flight time during a typical elevator one floor run shall not exceed values as further specified in this document.
- 1) Timing, as measured between the moment door closing operations begin and when the doors are 3/4 open at the next adjacent floor, shall remain consistent under varying load conditions in either direction of travel.
3. Independent Service Operation (New)
- a. The car operating station shall be equipped with a key-operated switch labeled "IND SER".
 - b. When placed in the "on" position, this switch shall cause the elevator to bypass corridor calls and to travel directly to any floor chosen by registration of a car call.
 - c. During Independent Service Operation, the elevator doors shall remain open at any landing until the door close or car call registration pushbutton, is pressed and maintained until the doors are fully closed.
 - d. In case an elevator is operating on the Independent Service mode and the Fire Emergency Recall system becomes activated, the elevator shall automatically override Independent Service Operation and engage Phase I - Fire Emergency Recall Operation following a period of approximately forty-five (45) seconds.
 - e. If more than one (1) car call is registered, all registered car calls shall extinguish when the elevator stops in response to the first call.
4. Inspection Service Operation (New)
- a. Provide a key operated switch in the main car operating panel that, when turned to the 'ON' position, shall cause the elevator to be removed from

service and placed in Inspection Service Operation.

- b. Limited operation of the car shall be provided through pressing the Attendant Service up and down momentary push buttons (if provided) or the highest or lowest car call push buttons (if up and down buttons are not provided) in the main car operating panel only.
- c. The car shall move at a speed not to exceed 150 feet per minute as per code with both the hall and car door panels in the closed and locked position.
- d. The Inspection Service switch shall be keyed differently than other typical keys used in the operation of the elevator. Keying shall be in accordance with Security Group Classifications as required by applicable code.
- e. The top of the elevator car shall be equipped with a control for limited operation of the car during repairs, maintenance and inspection conducted in the hoistway. The transfer of control to the top of car operating device shall cause that device to be the sole means of control for the elevator.
- f. Power door operating equipment shall be rendered inoperative while the car is being operated in the Inspection Service mode with the exception of power closing of the door. The control system shall maintain closing power on the door while the elevator is moving under Inspection Service Operation.
- g. The in-car Inspection Service switch shall be rendered ineffective when the top of car inspection control is activated.
- h. Machine Room Inspection Operation and Inspection Operation with open door circuits shall be provided in accordance with A17.1 Safety Code where required or allowed by the AHJ.

5. Hoistway Access Operation (New)

- a. Provisions shall be made to allow access to the hoistway through the use of hoistway access switches.
- b. Operating the access switch shall permit the car to be moved at slow speed (inspection speed) with the doors open to allow authorized persons to obtain access to the top of the car.

6. Auto Battery Lowering

- a. Provide "Powervator" or University approved equal, emergency battery power module as appropriate for the hydraulic elevator that will raise or lower the elevator upon detection of power loss.
- b. Provide automatic battery powered lowering feature. In the case of normal power failure, an emergency operation shall be activated, automatically lowering the car to the Main Lobby Level. The doors shall open automatically to discharge passengers. The elevator shall remain parked with its doors closed and door open buttons operational until normal power is restored.
- c. The control panel shall be integral with the new elevator control system located in the elevator machine room. Include solid state controls, charger, monitor lights and a test button. Factory provided system shall not require large gel cell batteries.

7. Fire Emergency Operation (New)

- a. Phase I - Emergency Recall Operation shall be provided for each car in accordance with ASME A17.1 code as modified under the applicable local or State law.
- b. Each main or auxiliary car operating station shall be provided with an indicator light and warning buzzer, each of which shall become activated whenever Phase I Operation is engaged.
 - 1) The warning buzzer shall cease to function once the car has completed the recall sequence and is positioned at the designated recall landing.
 - 2) The indicator light shall remain illuminated as long as Phase I Operation is activated.
- c. A three-position, key-operated switch shall be provided on the designated recall landing to manually activate Phase I Operation.
 - 1) When activated, Phase I Operation shall be arranged so that in order to reset normal service, all cars must first be returned to the designated recall landing, after which the Phase I key-switch must be turned to the “OFF” position.
- d. A “Standardized Fire Recall Key” shall be used in accordance with the applicable Chapter of the Public Law. This key shall be a Yale #3502.
 - 1) Multiple elevators within a group or building that are not affected by the scope of work specified herein, shall be upgraded to the “Standardized Fire Recall Key”.
 - 2) The “Standardized Fire Recall Key” shall apply to both Phase I and Phase II Operation.
- e. Phase II - Emergency Recall In-Car Operation shall be provided for each car in accordance with ASME A17.1 code as modified under local or State law.
- f. Locate controls required for Phase II – In-Car Operation in a locked access cabinet in the main car operating panel.
 - 1) The cover of the locked access panel shall be engraved as required by local or State law.
 - 2) The locked access panel shall contain:
 - I. Phase II key switch.
 - II. Fire indicator light.
 - III. Call cancel push button.
 - IV. Door open push button.
 - V. Door close push button.
 - VI. Run/Stop switch.
 - VII. Other devices as may be required by local law.
 - 3) Engrave the Fire Service Operating Instructions on the inside of the locked cabinet door.

8. Load Weighing (New)

- a. A positive means shall be provided to continuously monitor the amount of load being transported by the elevator car.
- b. The system shall be used to preload static motor drives, activate control features that include anti-nuisance operation, load dispatch operation, and load non-stop operation where applicable.
- c. The anti-nuisance feature shall operate at loads not exceeding 200 lbs., whereas load dispatch and load non-stop shall be set to function at 65% of the rated loading capacity for the initial set up and adjustment procedure.

M. DOOR DEVICES AND OPERATION – The following operations systems and operational characteristic are applicable to elevator PE1.

1. Car/Hoistway Door Operation (New)

- a. Car and hoistway doors shall be arranged to operate in unison without excessive noise or slamming in either direction of travel.
 - 1) Door opening speeds of two (2) feet per second shall be provided in conjunction with closing speeds of 1.0 feet per second in accordance with governing code.
 - 2) Door operation shall be arranged to commence as the car enters its final leveling approach to a landing. In no case shall the door opening cycle conclude before the car comes to a complete stop at floor level.
 - 3) Door operation shall commence as the car stops level at the floor and the machine brake is applied. Pre-door opening shall not be permitted.
- b. Door open and door close time shall be measured between the moment car door operation in either direction begins and the instant at which that cycle is completed.
- c. When responding to either a car or corridor call, the amount of time that the elevator door remains stationary in the open position shall be adjustable up to sixty (60) seconds.
 - 1) Door open dwell time for a corridor call shall be separate of that for a car call, and in both cases, dwell time shall be canceled whenever the car door protection device is momentarily interrupted by passenger transfers, followed by a reduced door open dwell time of approximately one (1) second (adjustable) after the door protection device is cleared of obstructions.
- d. The operation of the door protective device by physical contact (mechanical safety- edge) or the interruption of one or more infrared light beams (dual or multi-beam non-contact) during the close cycle shall cause the immediate reversing of the doors to the full open position.
- e. The door closing cycle shall be arranged so that, in the event the door

protective devices become continually obstructed after the normal door open dwell time has expired, and following a time interval of approximately thirty (30) seconds (adjustable), a warning tone shall sound and the door closing cycle shall commence at reduced speed and torque per applicable Code requirements.

- f. Each car operating station shall be provided with a “door open” and “door close” push button.
 - 1) Pressure on the “door open” button shall cause doors in the full open position to remain so and doors engaged in the close cycle to reverse direction and assume the full open position so long as pressure remains applied to the button.
 - 2) The “door open” buttons shall also control the open cycle during Phase II - Emergency In-car Operation.
 - 3) The “door close” push button shall function on Independent Service, Attendant Service or Phase II - Emergency In-car Operation as well as during normal automatic operations.
- g. Repeated attempts by the power door operator mechanisms to open or close the door at any landing shall be monitored by the microprocessor-control system.
 - 1) In the event the door should fail to cycle properly after a preset (adjustable) number of attempts, the car shall either travel to the next stop or remove itself from service, depending upon whether the malfunction is in the open or close cycle.
- h. Each hoistway door shall be provided with an automatic self-closing mechanism arranged so that if the car should leave the landing while the hoistway door is unlocked, the closing device shall immediately close and lock the door.
- i. Car door shall be arranged so as to prevent their being manually opened from inside the car unless the elevator is positioned within a floor landing zone.

2. Master Door Power Operator System – VVVF/AC (New)

- a. Provide a heavy-duty master door operator on top of the elevator car enclosure for power opening and closing of the cab and hoistway entrance door panels.
- b. Operator shall utilize an alternating current motor, controlled by a variable voltage, variable frequency (VVVF) drive and a closed-loop control with programmable operating parameters.
 - 1) System may incorporate an encoder feedback to monitor positions with a separate speed sensing rotating device or an encoderless closed-loop VVVF-AC control to monitor motor parameters and vary power applied to compensate for load changes.
- c. The type of system shall be designated as a high speed operator, designed for door panel opening at an average speed of 2.0 feet per second and closing at approximately

1.0 foot per second.

- 1) Reduce the closing speed as required to limit kinetic energy of closing doors to within values permitted by ASME A17.1 as may be adopted and/or otherwise modified by the AHJ.
- d. The door shall operate smoothly without a slam or abrupt motion in both the opening and closing cycle directions.
 - 1) Provide controls to automatically compensate for load changes such as:
 - I. Wind conditions (stack effect)
 - II. Use of different weight door panels on multiple landings
 - III. Other unique prevailing conditions that could cause variations in operational speeds.
 - 2) Provide nudging to limit speed and torque in conjunction with door close signaling/closing and timing devices as permitted by ASME A17.1 as may be adopted and/or otherwise modified by the AHJ. Nudging shall be initiated by the signal control system and not from the door protective device.
- e. In case of interruption or failure of electric power from any cause, the door operating mechanism shall be so designed that it shall permit emergency manual operation of both the car and corridor doors only when the elevator is located in the floor landing unlocking zone.
 - 1) The hoistway door shall continue to be self-locking and self-closing during emergency operation.
 - 2) The door operator and/or car door panel shall be equipped with safety switches and electrical controls to prevent operation of the elevator with the door in the open position as per ASME A17.1 Code Standards.
 - 3) Provide zone-lock devices as required by ASME A17.1 as may be adopted and/or otherwise modified by the AHJ.
- f. Construct all door operating levers of heavy steel or reinforced extruded aluminum members, designed for stress and forces imposed on the related parts, linkages and fixed components during normal and emergency operation functions.
 - 1) All pivot points shall have either ball or roller-type bearings, oilite bronze bushings or other non-metallic bushings of ample size.

3. Car Door Zone Lock Restrictor (New)

- a. Provide a car door zone lock restrictor.
- b. In case of interruption or failure of electric power from any cause, the door operating mechanism shall permit emergency manual operation of both the car door and the hoistway door within the floor landing zone.

- 1) The hoistway door shall continue to be self-locking and self-closing.
- 2) The door operator shall operate in conjunction with or be equipped with all gate switches and safety contacts required by ASME A17.1 Code.
- 3) Provide zone-lock devices as required by applicable local codes and ASME A17.1

4. Car Door Hangers, Sheaves, Tracks and Gate Switch (New)

- a. Provide a sheave type two-point suspension hanger and track for each car door.
 - 1) Sheaves shall be hardened steel, not less than 3-1/4 inches in diameter with sealed grease packed precision ball bearings.
 - 2) The upthrust shall be taken by a roller mounted on the hanger and arranged to ride on the underside of the track.
- b. The track shall be of formed cold rolled steel or cold drawn steel and shall be rounded on the track surface to receive the hanger sheaves.
 - 1) The track shall be removable and shall not be integral with the header.
- c. Provide a gate switch that mounts directly to the car door track.
 - 1) The gate switch shall prevent movement of the elevator until such time as it signals the control equipment that the car door has physically closed.

5. Car Doors (New)

- a. Provide standard 1" thick, 14 gauge hollow metal flush construction panels, reinforced for power operation and insulated for sound deadening.
- b. Paint the hoistway side of each panel black and face the cab side with 16 gauge sheet steel matching the existing returns or in selected material and finish as otherwise directed by Owner/Architect.
- c. The panels shall have no binder angles and welds shall be continuous, ground smooth and invisible.
- d. Drill and reinforce panels for installation of door operator hardware, door protective device, door gibs, etc.
 - 1) Provide each door panel with two removable laminated plastic composition guides, arranged to run in the sill grooves with minimum clearance.
 - 2) The guide mounting shall permit their replacement without removing the door from the hangers.

6. Door Reopening Device (New)

- a. Provide an infrared curtain door protection system.
- b. The door shall be prevented from closing and reopen when closing if a

person interrupts any one of the light rays.

- c. The door shall start to close when the protection system is free of any obstruction.
- d. The infrared curtain protective system shall provide:
 - 1) Protective field not less than 71" above the sill.
 - 2) Where a horizontal infrared light beam system is used:
 - I. A minimum of 47 light beams.
 - II. Accurately positioned infrared lights to conform to the requirements of the applicable handicapped code.
 - 3) Modular design to permit on board test operation and replacement of all circuit boards without removing the complete unit.
 - 4) Controls to shut down the elevator when the unit fails to operate properly.

N. FINISH AND MATERIALS – The following operations systems and operational characteristics are applicable to elevator PE1.

1. Fixture Attachment, Finish and Design

- a. Graphics shall be selected by the Owner.
 - 1) The University will replace the graphic that is currently adhered on the street level hoist door and care gate when the new doors are installed.
- b. Where no special design is shown the faceplates shall be as follows:
 - 1) Passenger Elevator
 - I. All Floors - 1/8" thick stainless steel with No. 4 finish and tamperproof screws.
- c. Where key-operated switch and or key-operated cylinder locks are furnished in conjunction with any component of the installation, four keys for each individual switch or lock shall be furnished, stamped or permanently tagged to indicate function.
- d. All caution signs, code mandated instructions and directives shall be engraved and filled with epoxy.

2. Car Interior Finishes

- a. Car interior finishes shall be suited for heavy duty use in an parking garage environment.
- b. Contractor shall provide samples of finishes as required for approval prior to fabrication.
- c. Refer to specifications for other design requirements. Cab Interior will match Elevator #2,3 At Plaza Garage.
- d. Special attention shall be given to flooring materials and suitability for intended duty.

3. Material Finishes

- a. Satin Finish: No. 4 satin, long grain
- b. Sheet Steel:
 - 1) Shop Prime: Factory-applied baked on coat of mineral filler and primer
 - 2) Finish Paint: Two (2) coats of low sheen baked enamel, color as selected by the Architect.
 - 3) Steel Equipment: Two (2) coats of manufacturer's standard rust-inhibiting paint.

O. CAR ENCLOSURES AND ACCESSORIES – The following operations systems and operational characteristics are applicable to elevators PE1.

- 1. Elevator Cab General Design Requirements (New) Note: Retain car sling and platform and provide new cab interior finishes (reuse steel shell)
 - a. The design, materials and finishes of the cab enclosures shall be a standard passenger cab interior that matches what was installed on #2,3 elevators at Plaza Garage.
 - b. Canopy: Canopy construction methods shall match the shell walls. Use 12 gauge furniture sheet steel and adequately support canopy to comply with the loading requirements of the Code.
 - 1) Provide necessary cutouts for the installation of fan and top emergency exit. Arrange exit panel to swing up using a heavy duty piano hinge.
 - 2) The exit panel shall have dual locks, necessary stops and a handle.
 - 3) When in the locked position, the panel shall be flush with the interior face of the canopy with hairline joints.
 - c. Base:
 - 1) Provide concealed vent slots above side and rear wall base for proper ventilation. Arrange and size vent slots for quiet operation without any whistling. Use 16 gauge baffles to protect the hoistway side of the vent slots.
 - 2) The elevator cab shop drawings shall include elevator vent calculations and number, location and size of top and bottom vent holes.
 - d. Flooring:
 - 1) Provide EPOXY TERAZZO, SIGNATURE SERIES = KRS-121 by the Key Resin Company.
 - e. Front Return Panels, Entrance Posts and Transom: Use 14 gauge furniture sheet steel with proper reinforcing to prevent oil canning.

- 1) Fixed type return panel shall have required cutouts for car operating and signaling fixtures.
 - 2) Transom shall be 14 gauge, and be reinforced and constructed the same as the front return panels.
 - 3) Provide channel post entrance jambs for the service elevators. Clad channels with 14 gauge sheet steel and through bolt channels to the floor and to the reinforced header section.
- f. Cab Doors: Standard 1" thick, 14 gauge hollow metal flush construction, reinforced for power operation and insulated for sound deadening. Paint hatch side of doors black and face cab side with 16 gauge sheet steel to match cab shell finishes (textured stainless).
- 1) The door panels shall have no binder angles. All welds shall be continuous, ground smooth and invisible.
 - 2) Drill and reinforce doors for installation of door operator hardware, door protective device, door gibs, etc.
- g. Ceiling: Provide standard 6 panel stainless steel #4 brushed finish drop ceiling with 1 light fixture in each panel. Ensure top of car access through the elevator cab by properly aligning ceiling panels with car top opening.
- h. Ventilation: The ventilation system of the exhaust type shall be provided in each elevator.
- 1) The system shall include a blower driven by a direct connected motor and mounted on top of car with isolation to effectively prevent transmission of vibration to the car structure. The blower shall have not less than two operating speeds. The ventilation system shall be sized to provide one air change per minute at low speed and 1.5 air changes per minute at high speed. The unit design and installation shall be such that the maximum noise level, when operating at high speed, shall not exceed 55 dBA approximately three feet above the car floor. A three-position switch to control the blower shall be provided in the car station.
 - 2) The fan or blower shall start upon the pressing of a car or landing call button and shall stop a predetermined time (approximately 2 minutes) after the car has answered the last registered call.
- i. Lighting: Arrange lighting fixtures and ceiling assembly to provide even illumination without hot spots and shadows.
- 1) Design and configure lighting system to facilitate maintenance of the fixtures.
 - 2) Utilize LED type bulbs.
- j. Accessories: Construct elevator cab to accommodate the door operator, hangers, interlocks and all accessory equipment provided under other sections of these specifications, including firefighter phones, card readers and CCTV.

- k. All cab materials shall conform to the Code prescribed flame spread rating and smoke development requirements.
- 2. Cab Fabrication and Installation
 - a. Maintain accurate relation of planes and angles with hairline fit of contacting panels and/or surfaces.
 - b. Any shadow gaps (reveals) between panels shall be consistent and uniform.
 - c. Unless otherwise specified for work exposed to view, use concealed fasteners.
 - d. Maximum exposed edge radius at corner bends shall be 1/16". There shall be no visible grain difference at the bends.
 - e. Form the work to the required shapes and sizes with smooth and even curves, lines and angles. Provide necessary brackets, spacers and blocking material for assembly of the cab.
 - f. Interior cab surfaces shall be flat and free of bow or oil canning. The maximum overall deviation between the low and high points of 24" x 24" panel section shall not exceed 1/32".
 - g. Make weights of connections and accessories adequate to safely sustain and withstand stresses to which they will be subjected.
 - h. All steel work except stainless steel and bronze materials shall be painted with an approved coat of primer and one (1) coat of baked enamel paint.
- 3. Passenger Elevator
 - a. Walls Panels: Lab Designs Abstracts = Cindea Rattan WX077 TX and Corian = Concrete
 - b. Provide square vent slots 4" above the floor.
 - c. Canopy: Paint canopy with a coat of primer and one coat of enamel paint.
 - d. Front Return Panels and Transom: Wrap in Satin stainless steel finish
 - e. Cab Doors: Satin stainless steel
 - f. Lighting and Suspended Ceiling: Furnish and install a new island style ceiling constructed of fire rated wood substrate faced with brushed stainless steel finish panels incorporating six (6) recessed LED lights by Man-D-Tec. Panel configuration to be six (6) equally sized panels with one (1) light at the center of each panel. Provide clear access to the emergency exit per Code requirements. Interior lighting shall provide a minimum of 10 ftc. throughout the elevator interior
 - g. Floor: Key Resin Company; Epoxy Terazzo, Signature Series = KRS-121 Handrails: Provide stainless steel tubular type hand rail on back wall of elevator cab at required height.
 - h. Handrails: Provide stainless steel tubular type hand rail on the back and side walls of elevator cab at required height.
 - i. Pads and Hooks: Provide pad hooks and pads. Pad hooks shall be conspicuous type (buttons) at front return panels at sides and rear walls.
 - j. See attached design specification Appendix I from Cab Craft Meadow Package
- 4. Elevator Cab Enclosure Fan (New)
 - a. Provide an exhaust type two-speed fan unit with cover grill, mounting

accessories and necessary cab enclosure modifications.

- 1) Fan unit shall include self-lubricating motor with housing rubber mounted for sound vibration isolation.
- b. Provide a key switch in the elevator cab enclosure for control of fan unit.
- c. Provide necessary wiring and approved conduit to properly connect fan unit with power source and control key switch.

5. Car Enclosure Work Light and Receptacle (New)

- a. The top and bottom of each car shall be provided with a permanent lighting fixture and 110 volt receptacle.
- b. Light control switches shall be located for easy accessibility from the hoistway entrance.
- c. Where sufficient overhead clearance exists, the car top lighting fixture shall be extended no less than 24" above the crosshead member of the car frame.
- d. Light bulbs shall be guarded so as to prevent breakage or accidental contact.

P. HOISTWAY ENTRANCES – The following hoistway entrance characteristics are applicable to all hoistway entrances for elevators PE1.

1. Hoistway Entrances (Reuse, Wrap ALL Entrance Frames)

- a. Hoistway entrance sills, entrance frames, headers and header supports shall be reused and refurbished.
 - 1) Hoistway entrances that have become distorted or bent shall be straightened, plumbed, reset to the proper width dimension and reinforced as necessary.
 - 2) Provide 14 gauge steel fascia plates that extend at least the full width of the door and be secured at hanger support and sill with oval head machine screws.
 - I. Reinforce fascia to allow not more than ½" of deflection.
 - II. Provide fascia plates where the clearance between the edge of the loading side of the platform and the inside face of the hoistway enclosure exceeds the code allowed clearance.
 - 3) Provide 14 gauge steel toe guards that extend 12" below any sill not protected by fascia.
 - I. The toe guards shall extend the full width of the door and shall return to the hoistway wall at a 15 degree angle and be firmly fastened.
 - 4) Remove oil, dirt and impurities on new and existing apparatus and give a factory coat of rust inhibitive paint to all exposed surfaces of struts, hanger supports, covers, fascias, toe guards, dust covers and

other ferrous metal.

- b. Wrap all level elevator frame with stainless steel brushed #4 finish to match the new door panels.

2. Door Panels (New)

- a. Provide new elevator hoistway entrance door panels reusing present frames and saddles (sills).
 - 1) Each door panel shall be of hollow metal, 1.5 hour test construction, manufactured of cold rolled furniture steel, flush design both sides, rigidly reinforced, sound deadened and will bear an approved label.
 - 2) Provide each door panel with two removable laminated plastic composition guides, arranged to run in existing sill grooves with a minimum clearance.
 - I. The guide mounting shall permit their replacement without removing the door from the hangers.
 - II. A steel fire stop shall be enclosed in each guide.
 - 3) Provide the meeting edge of center opening doors with necessary new continuous rubber astragal bumper strips.
 - I. Astragal shall be relatively inconspicuous when the doors are closed.
 - II. Provide rubber bumpers at the top and bottom of each section of door to stop them at their limit of travel in the opening direction.
- b. Provide a special key so that an authorized person can open any landing door when the car is elsewhere.
 - 1) The key hole shall be not less than 3/8" in diameter and shall be fitted with a stainless steel or bronze ferrule to match related equipment.
 - 2) Where applicable, plug the abandoned hoistway door access hole in each door panel, secured from the hoistway side of the door, finished to match existing or as otherwise directed by the Owner/Architect.
- c. Where conditions warrant, or where otherwise required by code, equip all hoistway landing doors with one-piece full height non-vision wings of material and finish to match hall side of door panels.
- d. Finish of new door panels to be brushed #4 stainless steel at all levels.

3. Tracks, Hangers, Closers and Related Equipment (NEW)

- a. Replace the existing hoistway door hangers and tracks.
- b. Roller and hanger assemblies, consisting of rollers and eccentric, shall be provided NEW.

- c. Up thrust shall be minimized through adjustment of the eccentric roller
- d. Thoroughly clean the track of all dirt and grease accumulations to provide a smooth surface.
- e. Each set of center opening landing doors shall be provided with a cable driven relating mechanism which is compatible for use with the door hanger assemblies.
 - 1) The relating mechanism shall be properly tensioned and adjusted so as to equalize the relationship between the door panels and the hoistway entrance.
- f. Where applicable, each hoistway door interlock assembly shall be provided with an emergency release mechanism utilizing manufacturers' standard type access key at all landings served.
- g. Drill each hoistway door to accommodate manufacturer's standard lock release key and install escutcheon. Escutcheon shall be aluminum at all landings.

4. Interlocks and Unlocking Devices (New)

- a. Each set of landing doors shall be provided with a complete electromechanical interlock assembly.
 - 1) Each interlock assembly shall consist of:
 - I. A switch housing with contacts
 - II. Lock keeper
 - III. Clutch engagement/release subassembly
 - IV. Associated linkages
 - 2) Arrange the lock so that individual leading door panels (side slide or center opening) are locked when in the closed position.
- b. Non-typical mounting arrangements for interlocks and/or related mechanisms must receive prior approval from the University.
- c. Each hoistway door interlock assembly shall be provided with an emergency release mechanism utilizing a drop-leaf type access key at all landings served.
 - 1) Drill each hoistway door to accommodate manufacturers standard lock release key and install escutcheon. Escutcheon shall be brushed stainless steel to match door panels where required. Aluminum shall be provided at all other typical floors.
- d. The existing Dover door interlocks may be rebuilt to as new condition in lieu of complete replacement.

5. Bottom Guides and Safety Retainers (New)

- a. The bottom of each side sliding type hoistway door panel shall be equipped with a minimum of two (2) guiding members.

- 1) Metal mounting angles shall be secured to the integral panel frame structure; and when conditions warrant, additional external metal support plates or angles shall be installed to ensure the integrity of the panel frame is not compromised.
 - 2) Guides shall be manufactured of low friction non-metal material with sufficient strength to withstand forces placed on door panels per ASME A17.1 Standards.
 - 3) Each guide assembly shall incorporate a steel fire stop and be so designed to permit sliding member replacements without removal of door panel(s) from top hanger devices.
 - 4) Panels shall be hung with a maximum vertical clearance of 3/8 inch between top of sill and bottom of panel and the guide shall engage the sill groove by not less than 1/4 inch.
- b. The bottom of each side sliding type hoistway door panel shall be equipped with a guiding member safety retainer and stationary sill block to prevent displacement in the event of primary guide means failure.
- 1) A metal reinforcement (12 gauge stainless or galvanized steel) shall be installed between the two (2) primary guiding members (a.k.a. “Z” bracket).
 - 2) The reinforcement shall be designed with a minimum length of 8 inches or the maximum possible length that will fit between the primary members and a minimum overall height of 2.5 inches secured on the internal face of the door panel. (Hoistway side)
 - 3) The retainer shall be set with the supplemental safety angle 3/8 inch into the corresponding sill groove; and be capable of preventing displacement of the panel no more than 3/4 inch with an applied force of 1125 lbf at right angles over an area 12 inches x 12 inches at the approximate center of the door panel.
 - 4) In addition to the retainer (“Z” bracket), each entrance shall be equipped with a sill mounted displacement block.
 - I. The retainer block shall be bolted to the landing sill on the return side of the hoistway entrance.
 - II. The block shall not project into the clear opening by more than 1/2 inch with a minimal surface contact area of 1.5 inches wide x 1 inch high when the hoistway door panel is in the closed and secured position.
6. To Remove top-level (elevator landing at Park Plaza.)
- a. Contractor to remove Plaza Park landing from elevator operation
 - b. Contractor to bolt close Plaza Level elevator hoist door.

Q. SIGNAL EQUIPMENT – The following signal equipment characteristics are applicable to elevators PE1.

1. General

- a. The design and location of the hall and car operating and signaling fixtures

shall comply with the ADAAG.

- b. The operating fixtures shall be selected from the manufacturer's premium line of fixtures.
- c. Custom designed operating and signaling fixtures shall be as shown on the drawings or as approved by the Architect.
- d. The layout of the fixtures including all associated signage and engraving shall be as approved by the Architect.
- e. The faceplates shall be as follows:

- 1) Passenger Elevators

- I. All Floors - 1/8" thick stainless steel with No. 4 finish and tamperproof screws

- f. Mount passenger elevator fixtures with tamperproof screws. The screw and key switch cylinder finishes shall match faceplate finish.
- g. Where key-operated switch and or key operated cylinder locks are furnished in conjunction with any component of the installation, four keys for each individual switch or lock shall be furnished, stamped or permanently tagged to indicate function.
- h. All caution signs, code mandated instructions and directives shall be engraved and filled with epoxy.

2. Main Car Operating Panel (New)

- a. Provide a main car operating push button panel on the inside front return panel of the car.
- b. The push buttons shall become individually illuminated as they are pressed and shall extinguish as the calls are answered.
- c. Provide LED call registration lights.
- d. The operating panel shall include:

- 1) A call button for each floor served.
 - 2) "Door open" / "Door close" / "Door Hold" buttons.
 - 3) "Alarm" button (Interfaced with emergency alarm).
 - 4) "Emergency Stop" switch per local law.
 - 5) Self-dialing, hands-free telephone and/or intercom with call acknowledging feature and A.D.A. design provisions.
 - 6) Three (3) position Firefighter key operated switch, call cancel button and illuminated visual/audible signal system with mandated signage engraved per ASME A 17.1 Standards as modified by the AHJ.
 - 7) Locked Firemen's' Service cabinet, keyed in accordance with local Code, containing required devices and signals in accordance with ASME A17.1 Standards.

- I. Automatic opening of the locked cabinet door may be provided with signals initiated by the fire detection and alarm system where approved by the Authority Having Jurisdiction.

- 8) Provide a locked service cabinet flush mounted and containing the

key switches required to operate and maintain the elevator, including, but not limited to:

- I. Independent/Attendant service switch with associated operating buttons and signal indicators.
- II. Light switch.
- III. Fan switch.
- IV. G. F. I. duplex réceptacle.
- V. Emergency light test button and indicator.
- VI. Inspection Service Operation key switch.
- VII. Port for hand-held service tool, where applicable.

e. Car operating panel shall be flush mounted with swing type, one-piece faceplate with heavy-duty concealed hinges.

- 1) Mount all key switches that are required to operate and maintain the elevators exposed on the car station except those specified within a locked service cabinet.

f. Car operating panel shall incorporate a digital L.E.D. floor position indicator, emergency light lens unit and black-filled engraved unit I.D. number or other nomenclature, as approved by Owner, with a "No Smoking" advisory as required by local code and the rated passenger load capacity.

g. Provide Inspection Certificate frame to be mounted inside the elevator cab, with brushed #4 stainless steel finish.

3. Emergency Lighting Fixture and Battery Powered Alarm (New)

a. Provide a self-powered emergency light unit in the elevator car operating panel, consisting of a light fixture, alarm bell and a power pack unit.

- 1) The light fixture shall contain a minimum of two (2) LED lamps. Flush mount the light fixture in the main car station. The fixture shall have a milk white lens. Mount the power pack to the top of the cab canopy.

b. The operation shall be completely automatic upon failure of normal power supply.

c. Unit shall be connected to normal power supply for car lights and arranged to be energized at all times so it automatically recharges battery after use.

d. Provide a 6" diameter alarm bell with a sound output of between 80-90 dBA (measured from a distance of 10') mounted on top of the elevator car.

- 1) Activation of this bell shall be controlled by the ALARM button in the car operating station which shall illuminate when pressed.

4. Emergency Voice Communication (Telephone) (New)

a. A hands-free emergency voice communication system shall be furnished in

each car mounted as an integral part of the car operating panel.

- 1) Necessary wires shall be included in the car traveling cable and shall consist of a minimum of one shielded pair of 20AWG conductors.
 - 2) 120V power shall be provided to power the hands-free device.
 - 3) Provide one (1) dedicated telephone line per elevator car, connecting in elevator machine room.
- b. The telephone shall be equipped with an auto-dialer and illuminating indicator which shall illuminate when a call has been placed and begin to flash when the call has been answered.
- 1) Engraving shall be provided next to the indicator which says "When lit help is on the way".
- c. In addition to the standard "Alarm" button, a separate activation button shall be provided on the car operating panel to initiate the emergency telephone and place a call.
- 1) The telephone must not shut off if the activating button is pushed more than once.
 - 2) The telephone shall transmit a pre-recorded location message only when requested by the operator and be provided with an adjustable call time which can be extended on demand by the operator.
 - 3) Once two-way communication has been established, voice prompts shall be provided which instruct the operator on how to activate these functions as well as alerting the operator when a call is being attempted from another elevator in the building.
- d. The system shall be compatible with ring down equipment and PBX switchboards.
- e. The system shall be capable of serving as the audio output for an external voice annunciation system.
- 1) Conversation levels shall measure 60 dbA or higher and measure 10 dbA above ambient noise levels.
 - 2) Each device shall be provided with a self-diagnostic capability in order to automatically alert building personnel should an operational problem be detected.
- f. The phone shall be able to:
- 1) Receive incoming calls from any On-Site Rescue Station (when provided or required).
 - 2) Receive incoming calls from other off-site locations via the public telephone system.
 - 3) Acknowledge incoming calls and automatically establishing hands-free two way communications.
- I. If no On-Site Rescue Station is provided, each hands-free device shall have built in line consolidation which will allow

up to 6 elevators to be called individually from outside the building over a single telephone line and up to 80 elevators if an On-Site Rescue Station is provided.

- g. The emergency elevator communication system shall require a maximum of one telephone line, per building.
 - 1) The system must provide line sharing capability to eliminate the need for a dedicated telephone line.
 - 2) The line sharing function must ensure that the emergency telephones always receive dialing priority even if the line is in use and that the emergency telephones can be called into from an off-site location.
 - h. The system shall provide its own four hour backup power supply in case of a loss of regular AC power.
 - i. The system must provide capability for building personnel to call into elevators and determine the charge state of any backup batteries provided for the emergency telephones.
 - j. Pushing the activation button in any of the elevator car stations will cause any on- site Rescue Station (where provided or required) or security telephone to ring.
 - 1) If the on-site call is not picked up within 30 seconds, the call will be automatically forwarded to a 24 hour off-site monitoring service.
 - 2) The arrangements and costs of the off-site monitoring and telephone line shall be by others.
 - k. All connections from the junction box to the telephone system shall be done by the Elevator Contractor where existing provisions can be reused.
5. Emergency Alarm/Battery Back-up and Common Alarm Bell (New)
- a. Provide a car-mounted battery unit including solid-state charger and testing means enclosed in common metal container.
 - 1) The battery shall be rechargeable nickel cadmium with a 10-year minimum life expectancy.
 - 2) The alarm bell shall be mounted directly to the battery/charger unit and connected to sound when any alarm push button or stop switch in the car enclosure is operated.
 - 3) The bell shall be configured to operate from power supplied by the building emergency power generator.
 - b. Provide a common alarm bell located in the elevator pit.
 - 1) The bell shall be configured to operate when the alarm or stop switch of any elevator is activated, during both normal and battery back-up power conditions.
 - 2) Existing common alarm bells may be rehabilitated and reused providing they meet the intent of this section and applicable codes.

6. Firefighters' Two-Way Telephone Communications System (New)
 - a. Provide a complete two-way telephone communications system for point-to-point communications between authorized personnel.
 - b. Provide firefighter telephone box or telephone jack in the car operating panel in accordance with the requirements of the local authorities. The box shall be fitted with a flush mounted door having hairline joints.
 - c. Connection devices (jacks) and all associated wiring shall be provided by the elevator Contractor as part of the base bid.
 - d. The handsets, provided by Owner, shall be self-powered and not require an external power source for operation.
 - e. A Fireman's telephone jack, in lieu of a phone box, may be provided per AHJ, Local Code approval/acceptance.
7. Car Position Indicator (New)
 - a. The position of the car in the hoistway shall be indicated by the illumination of the position indicator numeral corresponding to the floor at which the car has stopped or is passing.
 - 1) Provide 2" high, 10-segment LED type position indicator with direction arrows, integral with the car operating panel.
 - 2) Provide Lexan cover lens with hidden support frame behind fixture plate to protect the indicator readout.
 - 3) Provide audible floor passing signal per ADA standards where not provided by the elevator signal control.
 - 4) Flush-mount fixture with cover to match selected car front or car operating panel finish as directed by the Owner.
8. Digitized Voice Annunciator (New)
 - a. Provide annunciator inside elevator cab that provides direction of travel and floor number when arriving at the respective landing. Volume and voice type to be adjustable.
9. Car Traveling Lantern (New, Vandal Resistant)
 - a. Reuse existing fixture back boxes and replace with digital, surface mounted hall lanterns on all floors, except the Main Lobby Level.
 - b. Use tamperproof screws with surface-mount faceplate.
 - c. The unit shall sound once for the "up" direction and twice for the "down" direction.
 - 1) Provide an electronic chime with adjustable sound volume.
10. Corridor Push Button Station - Surface Mount, Vandal Resistant (Retain Existing Back- Boxes)
 - a. New push button signal fixtures with LED lamps shall be provided on each landing.
 - b. Fixtures shall be mounted to the existing back-boxes.
 - c. Each new signal fixture shall consist of:

- 1) A faceplate.
- 2) Up and down illuminating push buttons measuring 3/4" at their smallest dimension.
- d. Intermediate landings shall be provided with fixtures containing two (2) push buttons while terminal landings shall be provided with fixtures containing a single push button.
- e. Include firefighter key switch in the main lobby level station or other designated recall landing.
- f. Provide integral digital position indicator in the surface mounted hall stations at floors S through 5/6.

11. Hoistway Access Switch (New)

- a. Install a cylindrical type keyed switch at top terminal in order to permit the car to be moved at slow speed with the doors open to allow authorized persons to obtain access to the top of the car.
- b. Where there is no separate pit access door, a similar switch shall be installed at the lowest landing in order to permit the car to be moved away from the landing with the doors open in order to gain access to the pit.
- c. For simplex / duplex installations, locate the switch in the hall call push button station at the top and bottom terminal landings where required if allowed by the Authority Having Jurisdiction.
- d. This switch is to be of the continuous pressure spring-return type and shall be operated by a cylinder type lock having not less than a five (5) pin or five (5) disc combination with the key removable only in the "OFF" position.

- 1) The lock shall not be operable by any key which operates locks or devices used for other purposes in the building and shall be available to and used only by inspectors, maintenance men and repairmen in accordance with A17.1 applicable Security Group.

R. EXECUTION – All work associated with this contract shall be accomplished in accordance with the following specifications.

1. EXAMINATION

- a. Inspection
 - i. Study the Contract Documents with regard to the work as specified and required so as to ensure its completeness.
 - ii. Examine surface and conditions to which this work is to be attached or applied and notify the Owner in writing if conditions or surfaces are detrimental to the proper and expeditious installation of the work. Starting the work shall imply acceptance of the surfaces and conditions to perform the work as specified.
 - iii. Verify, by measurements at the job site, dimensions affecting the work.
 - iv. Cooperate in the coordination and scheduling of the work of this section with the work of other sections so as not to delay job progress.

2. INSTALLATION / PROJECT PHASING

a. Installation

- i. Modernize the elevators using skilled personnel in strict accordance with the final accepted shop drawings and other submittals.
- ii. Comply with the code, manufacturer's instructions and recommendations.
- iii. Coordinate work with the work of other building functions for proper time and sequence to avoid delays and to ensure right-of-way of system. Use lines and levels to ensure dimensional coordination of the work.
- iv. Accurately and rigidly secure supporting elements within the shaftways to the encountered construction within the tolerance established.
- v. Provide and install motor, switch, control, safety and maintenance and operating devices in strict accordance with the submitted wiring diagrams and applicable codes and regulations having jurisdiction.
- vi. Arrange door tracks and sheaves so that no metal-to-metal contact exists.
- vii. Reinforce hoistway fascias to allow not more than 1/2" of deflection.
- viii. Install elevator cab enclosure on platform plumb and align cab entrance with hoistway entrances.
- ix. Sound-isolate cab enclosure from car structure. Allow no direct rigid connections between enclosure and car structure and between platform and car structure.
- x. Isolate cab fan from canopy to minimize vibration and noise.
- xi. Remove oil, dirt and impurities and give a factory coat of rust inhibitive paint to all exposed surfaces of struts, hanger supports, covers, fascias, toe guards, dust covers and other ferrous metal.
- xii. Pre-hang traveling cables for at least 24 hours with ends suitably weighted to eliminate twisting after installation.
- xiii. After installation, touch up in the field, surfaces of shop primed elements which have become scratched or damaged.
- xiv. Lubricate operating parts of system as recommended by the manufacturer.

3. Project Phasing

- a. Phase I - Final design development and contractors' preliminary work procedures to be completed within four (4) weeks from date of contract award.
 - ii. Prevailing conditions review and layout.
 - iii. Selection meeting for aesthetic design and finishes with Owners' designee.
 - iv. Filing for required permits or other governing authorities work procedure requirements.
- b. Phase II - Submittal approvals and confirmations shall be completed within eight (8) weeks from date of contract award.
 - i. Selection confirmations.
 - ii. Manufacturer's shop drawings applicable, i.e., fixtures, cab,

- iii. machine room layouts, doors, etc.
- iii. Engineering data acknowledgment applicable, i.e., power, heat, structural loads.
- iv. Delivery dates for major component suppliers, i.e., controls, machinery, fixtures, cabs, etc.
- v. Posting of permits or other governing agency authorizations to proceed.
- vi. Proposed work implementation schedule based on the aforementioned procedures/confirmations.

c. Phase III - Final Design Approvals

- i. Revision confirmations. (Equipment, etc.)
- ii. Preliminary work procedures.
- iii. Schedule confirmations.

d. Phase IV – Implementation

- i. Mobilization of work crews
- ii. Modernize PE1 (Hydraulic elevator)
- iii. Final Inspection PE1
- iv. Project completion

4. FIELD QUALITY CONTROL

a. Inspection and Testing

- i. Upon completion of each work phase or individual elevator specified herein, the Contractor shall, at its own expense, arrange and assist with inspection and testing as may be required by the State and municipal governing authorities in order to secure a Certificate of Operation.

b. Substantial Completion

- i. The work shall be deemed “Substantially Complete” for an individual unit or group of units when, in the opinion of the University, the unit is complete, such that there are no material and substantial variations from the Contract Documents, and the unit is fit for its intended purpose.
- ii. Governing authority testing shall be completed and approved in conjunction with inspection for operation of the unit; a certificate of operation or other required documentation issued; and remaining items mandated for final acceptance completion are limited to minor punch list work not incorporating any life safety deficiencies.
- iii. The issuance of a substantial completion notification shall not relieve the Contractor from its obligations hereunder to complete the work.
- iv. Final completion cannot be achieved until all deliverables, including but not limited to training, spare parts, manuals, and other

documentation requirements, have been completed.

c. Contractor's Superintendent

- i. The Contractor shall assign a competent project superintendent during the work progress and any necessary assistant, all satisfactory to the Owner. The superintendent shall represent the Contractor and all instructions given to him shall be as binding as if given to the Contractor.

5. PROTECTION AND CLEANING

a. Protection and Cleaning

- i. Adequately protect surfaces against accumulation of paint, mortar, mastic and disfiguration or discoloration and damage during shipment and installation.
- ii. Upon completion, remove protection from finished surfaces and thoroughly clean and polish surfaces with due regard to the type of material. Work shall be free from discoloration, scratches, dents and other surface defects.
- iii. The finished installation shall be free of defects.
- iv. Before final completion and acceptance, repair and/or replace defective work, to the satisfaction of the Owner, at no additional cost.
- v. Remove tools, equipment and surplus materials from the site.

6. DEMONSTRATION

a. Performance and Operating Requirements

- i. Passenger elevators shall be adjusted to meet the following performance requirements:

- 1) Speed: Within 2% of rated speed under any loading condition.
- 2) Leveling: Within 1/4" under any loading condition.
- 3) Typical Floor-to-Floor Time (recorded from the doors start to close on one floor until they are 3/4 open at the next floor):

Passenger Elevator PE1	16.5 seconds
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- 4) Door Operating Times

Door Type	Opening	Closing
Single Speed Side CenterOpening (PE1)	1.4 seconds	2.8 seconds

- 5) Door dwell time for hall calls: 4.0 sec with Advance lantern signals

- 6) Door dwell time for hall calls: 5.0 sec without Advance lantern signals
- 7) Door dwell time for car calls: 3.0 seconds
- 8) Reduced non-interference dwell time: 1.0 second
- ii. Maintain the following ride quality requirements for the passenger elevators:
 - 1) Noise levels inside the car shall not exceed the following:
 - a) Car at rest with doors closed and fan off - 40 dba.
 - b) Car at rest with doors closed, fan running - 55 dba.
 - c) Car running at high speed, fan off - 50 dba.
 - d) Door in operation - 60 dba.
 - 2) Vertical accelerations shall not exceed 14 milli-g and horizontal accelerations shall not exceed 20 milli-g.
 - a) The accelerometer used for this testing shall be capable of measuring and recording acceleration to nearest 0.01 m/s² (1 milli-g) in the range of 0-2 m/s² over a frequency range from 0-80 Hz with ISO 8041 filter weights applied. Accelerometer should provide contact with the floor similar to foot pressure, 60 kPA (8.7psi).
 - 3) Amplitude of acceleration and deceleration shall not exceed 3.0 ft/sec².
 - 4) A sustained jerk shall not be more than twice the acceleration.
 - 5) The rate of change in the acceleration/deceleration rate shall not be greater than 8.0 ft/sec³.

b. Acceptance Testing

- i. The Contractor shall provide at least five (5) days prior written notice to the University regarding the exact date on which work specified in the Contract Documents will reach completion on any single unit of vertical transportation equipment.
- ii. The Contractor shall provide test instruments, test weights, and qualified field labor as required to safely operate the elevator under load conditions that vary from empty to full rated load and, in so doing, to successfully demonstrate compliance with applicable performance standards set forth in the project specifications with regard to:

- 1) Operation of safety devices.
 - 2) Sustained high-speed velocity of the elevator in either direction of travel.
 - 3) Brake-to-brake running time and floor-to-floor time between adjacent floors.
 - 4) Floor leveling accuracy.
 - 5) Door opening/closing and dwell times.
 - 6) Ride quality inside the elevator car.
 - 7) Communication system.
 - 8) Load settings at which anti-nuisance, load dispatch, and load non-stop features are activated.
- iii. Upon completion of work specified in the Contract Documents on the last car in any group of elevators, and in conjunction with the aforementioned testing procedures, the Contractor shall carry out additional testing of group dispatch/supervisory control features in the presence of the University or their designee.
 - iv. The Contractor shall provide test instruments and qualified field labor as required to successfully demonstrate:
 - 1) The back-up operating mode for group dispatch failure
 - 2) Simulated and actual emergency power operation
 - 3) Firefighter, attendant and independent service operations
 - 4) Restricted access security features and card reader controls
 - 5) Zoning operations and floor parking assignments
 - 6) Up/down peak operation
 - v. After hour tests of systems such as fire service, and security systems shall be conducted at no extra cost to the Owner.

S. ELEVATOR OUTAGES

The University PM must be notified at least 3 full business days prior to the proposed start of an elevator outage. The successful Contractor will be required to complete the UMB Request for Elevator Outage Form for all proposed elevator outages see Appendix G.

T. REMOVAL OF DEBRIS & CLEANING

The contractor shall be responsible for the removal of trash and debris from the work area, created as a result of this project on a daily basis. The University's trash containers/dumpsters shall not be used. The area is to be left in a swept cleaned condition on a daily basis.

U. WORK HOURS

Available Work hours: 6:00 am to 6:00 pm, Monday - Friday. The exact schedule is to be coordinated with the UMB Project Manager.

V. EMPLOYEE CONDUCT

Contractor will be fully responsible for the conduct of all of their employees and/or Subcontractor's employees. Behavior of contractor employees deemed to be inappropriate (to include, but not limited to, sexual harassment of campus personnel, visitors and/or students; acts of violence or destruction of property; profane or obscene behavior or language; activities that disrupt the normal course of business at the university) in the sole discretion of UMB or other contracting authority will result in the removal of the employee(s) from the premises. Serious or repeated problems with behavior deemed inappropriate will result in the involved employee (s) being excluded from working on the UMB premises. The UMB Project Manager or designee, if in his/her sole opinion, determines the actions of the contractor's employees or agents to be so egregious may request immediate termination of the contract by the Strategic Sourcing and Acquisition Services Officer. The final decision shall be at the Strategic Sourcing and Acquisition Services Officer's sole discretion.

UMB reserves the right to request the removal of any employee “without cause” at any time.

IV. APPENDICES AND ATTACHMENTS

APPENDIX A	-	Bid Affidavit
APPENDIX B	-	Performance Bond and Payment Bond
APPENDIX C	-	Minority Business Enterprise (MBE) Forms: Attachments C1 – C6
APPENDIX D	-	eBuilder Affidavit
APPENDIX E	-	Bid Price Forms
APPENDIX F	-	Elevator Outage Form
APPENDIX G	-	Contractor COVID-19 Acknowledgment Form
APPENDIX H	-	Maintenance/Service Contract and Contract Affidavit
APPENDIX I	-	Procurement Terms and Conditions
SECTION 00700	-	UMB Standard General Conditions (Issued Separately)

APPENDIX A

BID/PROPOSAL AFFIDAVIT – July, 2020

A. Authority

I HEREBY AFFIRM THAT:

I (print name) _____ possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s, or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. Certification Regarding Minority Business Enterprises.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or

(4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

B-2. Certification Regarding Veteran-Owned Small Business Enterprises. The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

(1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;

(2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;

(3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or

(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)-(5) of this regulation.

C. 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 their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

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;

(9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:

- (a) §7201, Attempt to Evade or Defeat Tax;
- (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
- (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
- (d) §7206, Fraud and False Statements, or
- (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review; or

(15) 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)-(14) of this regulation, 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):

E. 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).

F. 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 (you must indicate the reasons why the affirmations cannot be given without qualification):

G. 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.

H. 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.

I. 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 Maryland Department of Labor, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. 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 the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) 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 State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: _____

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

N. ACKNOWLEDGEMENT

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

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

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

APPENDIX B

PERFORMANCE BOND AND PAYMENT BOND

PERFORMANCE BOND – October 2020

Principal	Business Address of Principal
Surety	Obligee
a corporation of the State of _____	STATE OF MARYLAND
and authorized to do business in the State of Maryland	
Penal Sum of Bond (express in words and figures)	Date of Contract
_____	_____,
Description of Contract	20_____
Contract Number: _____	Date Bond Executed
	_____,
	20_____

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

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

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

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

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

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

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

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

under the Principal or Surety heading below.

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

In Presence of:	Individual Principal
Witness:	

_____	_____ (SEAL)
as to	

In Presence of:	Co-Partnership Principal
Witness:	

_____	_____ (SEAL)

(Name of Co-Partnership)

as to	By: _____ (SEAL)
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as to	_____ (SEAL)
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as to	_____ (SEAL)
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Corporate Principal

Attest:	_____ (Name of Corporation)
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AFFIX

as to	By: _____ CORPORATE
-------	---------------------

Corporate Secretary	President SEAL
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Attest:	(Corporate Surety)
_____ (SEAL)	By: _____ SEAL
_____	Title _____

Signature

Bonding Agent's Name:

Agent's Address

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

PAYMENT BOND – October 2020

Principal	Business Address of Principal
Surety	Obligee
a corporation of the State of _____	STATE OF MARYLAND
and authorized to do business in the State of Maryland	
Penal Sum of Bond (express in words and figures)	Date of Contract
_____	20_____,
Description of Contract	Date Bond Executed
Contract Number: _____	20_____

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

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

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

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

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

2. The above named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been in full may, pursuant to and when in compliance with the provisions of the aforesaid Section 9-113, sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

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

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

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

In Presence of:	Individual Principal
Witness:	
_____	_____ (SEAL)
as to	
<hr/>	
In Presence of:	Co-Partnership Principal
Witness:	
_____	_____ (SEAL)
	(Name of Co-Partnership)
_____	By: _____ (SEAL)
as to	
_____	_____ (SEAL)
as to	
_____	_____ (SEAL)
as to	
<hr/>	
	Corporate Principal
Attest:	_____
	(Name of Corporation)
	AFFIX
_____	By: _____ CORPORATE
Corporate Secretary	President
	SEAL
<hr/>	
Attest:	(Corporate Surety)
(SEAL)	By: _____ SEAL
_____	Title _____
Signature	
Bonding Agent's Name:	
_____	_____
Agent's Address	(Business Address of Surety)

<hr/>	

Approved as to legal form and sufficiency this

_____ day of _____ 20 __

Asst. Attorney General

APPENDIX C

MINORITY BUSINESS ENTERPRISE (MBE) FORMS

**MBE ATTACHMENT C -1A:
MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
& MBE PARTICIPATION SCHEDULE**

PART 1 - INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS DOCUMENT

This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule which must be submitted with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only MBEs certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule. A firm whose MBE certification application is pending may not be counted.
4. Please refer to the MDOT MBE Directory at <https://mbe.mdot.maryland.gov/directory/> to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") code and the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS codes, please visit <https://www.census.gov/eos/www/naics/>. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **CAUTION:** If the firm's NAICS code is in graduated status, such services/products may not be counted for purposes of achieving the MBE participation goals. A NAICS code is in the graduated status if the term "Graduated" follows the code in the MDOT MBE Directory.
5. **Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a Contract, a procurement agency may count the distinct, clearly defined portion of the work of the Contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the overall MBE participation goal, including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the Contract.
 - ✓ In order to receive credit for self-performance, an MBE prime must be certified in the appropriate NAICS code to do the work and must list its firm in the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform.

- ✓ For the remaining portion of the overall goal and the remaining subgoals, the MBE prime must also identify on the MBE Participation Schedule the other certified MBE subcontractors used to meet those goals or request a waiver.
- ✓ These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime's ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.
- ✓ Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the contract has subgoals, regardless of MBE Prime's ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to use other MBEs for each of any remaining subgoals or request a waiver. As set forth in Attachment C-1B Waiver Guidance, the MBE Prime's ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.
- ✓ In certain instances where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to the Governor's Office of Small Minority & Women Business Affairs' website for the MBE Prime Regulations Q&A for illustrative examples.
http://www.goMDsmallbiz.maryland.gov/Documents/MBE_Toolkit/MBEPrimeRegulation_QA.pdf

6. Subject to items 1 through 5 above, when a certified MBE performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the Contract equal to the distinct, clearly-defined portion of the work of the Contract that the certified MBE performs with its own forces toward fulfilling the Contract goal, and not more than one of the Contract subgoals, if any.
7. The work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.

8. **Materials and Supplies: New Guidelines Regarding MBE Participation.**

- ✓ **Regular Dealer** (generally identified as a wholesaler or supplier in the MDOT Directory): Up to 60% of the costs of materials and supplies provided by a certified MBE may be counted towards the MBE participation goal(s) if such MBE is a Regular Dealer of such materials and supplies. Regular Dealer is defined as a firm that owns, operates, or maintains a store, a warehouse, or any other establishment in which the materials, supplies, articles, or equipment are of the general character described by the specifications required under the contract and are bought, kept in stock, or regularly sold or leased to the public in the usual course of business; and does not include a packager, a broker, a manufacturer's representative, or any other person that arranges or expedites transactions.

Example for illustrative purposes of applying the 60% rule

Overall contract value: \$2,000,000

Total value of supplies: \$100,000

Calculate Percentage of Supplies to overall contract value:

\$100,000 divided by \$2,000,000 = 5%

Apply 60% Rule - Total percentage of Supplies/Products 5% x 60% = 3%

3% would be counted towards achieving the MBE Participation Goal and Subgoal, if any, for the MBE supplier in this example.

- ✓ **Manufacturer**: A certified MBE firm's participation may be counted in full if the MBE is certified in the appropriate NAICS code(s) to provide products and services as a manufacturer.
- ✓ **Broker**: With respect to materials or supplies purchased from a certified MBE that is neither a manufacturer nor a regular dealer, a unit may apply the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees, or transportation charges for the delivery of materials and supplies required on a procurement toward the MBE contract goals, provided a unit determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. A unit may not apply any portion of the costs of the materials and supplies toward MBE goals.
- ✓ **Furnish and Install and other Services**: The participation of a certified MBE supplier, wholesaler, and/or regular dealer certified in the proper NAICS code(s) to furnish and install materials necessary for successful contract completion may be counted in full. Includes the participation of other MBE service providers in the proper NAICS code(s) may be counted in full.

9. **Dually certified firms**. An MBE that is certified in more than one subgroup category may only be counted toward goal fulfillment of ONE of those categories with regard to a particular contract.

Example: A woman-owned Hispanic American (dually certified) firm may be used to fulfill the women-owned OR Hispanic American subgoal, but not both on the same contract.

10. **CAUTION**: The percentage of MBE participation, computed using the percentage amounts determined for all of the MBE firms listed in Part 3, MUST meet or exceed the MBE participation goal and subgoals (if applicable) as set forth in Part 2- for this solicitation. If a bidder/offeror is unable to meet the MBE participation goal or any subgoals (if applicable), then the bidder/offeror must request a waiver in Part 2 or the bid will be deemed not responsive, or the proposal not reasonably susceptible of being selected for award. You may wish to use the attached Goal/Subgoal Worksheet to assist in calculating the percentages and confirming that your commitment meets or exceeds the applicable MBE participation goal and subgoals (if any).

11. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via email to mbe@mdot.state.md.us sufficiently prior to the submission due date.

Subgoals (if applicable)

Total African American MBE Participation:	_____ %
Total Asian American MBE Participation:	_____ %
Total Hispanic American MBE Participation:	_____ %
Total Women-Owned MBE Participation:	_____ %

Overall Goal

Total MBE Participation (include all categories):	_____ %
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PART 2 - MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule must be completed and included with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and the Schedule in Part 3 with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

In connection with the bid/proposal submitted in response to Solicitation No. _____, I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE)

☐ I acknowledge and intend to meet IN FULL both the overall certified Minority Business Enterprise (MBE) participation goal of 30% percent and all of the following subgoals:

9% percent for African American-owned MBE firms

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11. I acknowledge that by checking the above box and agreeing to meet the stated goal and subgoal(s), if any, I **must** complete Part 3 - MBE Participation Schedule and Part 4 Signature Page in order to be considered for award.

OR

☐ I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. I acknowledge that by checking this box and requesting a partial waiver of the stated goal and/or one or more of the stated subgoal(s) if any, I **must** complete Part 3, the MBE Participation Schedule and Part 4 Signature Page for the portion of the goal and/or subgoal(s) if any, for which I am not seeking a waiver, in order to be considered for award. I acknowledge that by checking this box and requesting a full waiver of the stated goal and the stated subgoal(s) if any, I **must** complete Part 4 Signature Page in order to be considered for award.

Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:

- (a) Good Faith Efforts Documentation to Support Waiver Request (Attachment C-1C)
- (b) Outreach Efforts Compliance Statement (Attachment C-2);
- (c) MBE Subcontractor/MBE Prime Project Participation Statement (Attachments C-3A and 3B);
- (d) Any other documentation, including additional waiver documentation if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

Information Provided to MBE firms

In the solicitation of subcontract quotations or offers, MBE firms were provided not less than the same information and amount of time to respond as were non-MBE firms.

PART 3 - MBE PARTICIPATION SCHEDULE

SET FORTH BELOW ARE THE (I) CERTIFIED MBES I INTEND TO USE, (II) THE PERCENTAGE OF THE TOTAL CONTRACT VALUE ALLOCATED TO EACH MBE FOR THIS PROJECT AND, (III) THE ITEMS OF WORK EACH MBE WILL PROVIDE UNDER THE CONTRACT. I HAVE CONFIRMED WITH THE MDOT DATABASE THAT THE MBE FIRMS IDENTIFIED BELOW (INCLUDING ANY SELF-PERFORMING MBE PRIME FIRMS) ARE PERFORMING WORK ACTIVITIES FOR WHICH THEY ARE MDOT-CERTIFIED.

Prime Contractor	Project Description	Project/Contract Number

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. **MBE PRIMES:** PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

SECTION A: For MBE Prime Contractors ONLY (including MBE Primes in a Joint Venture)

<p>MBE Prime Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p> <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification </p> <p>NAICS code: _____</p>	<p>Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____% Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p>Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____%</p> <p> <input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%) <input type="checkbox"/> Manufacturer (count 100%) <input type="checkbox"/> Broker (count reasonable fee/commission only) Furnish and Install and other Services (count 100%) </p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work your firm is self-performing to calculate amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE Prime firm is being used for manufacturer, furnish and install, and/or services (excluding products / services from suppliers, wholesalers, regular dealers and brokers) _____%</p> <p>B. Percentage amount for items of work where the MBE Prime firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products _____% x 60% = _____%</p> <p>C. Percentage amount of fee where the MBE Prime firm is being used as broker (count reasonable fee/commission only) _____%</p> <p><u>Description of the Work to be performed with MBE prime's own forces:</u></p>
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SECTION B: For all Contractors (including MBE Primes and MBE Primes in a Joint Venture)

<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)</p> <p><input type="checkbox"/> Manufacturer (count 100%)</p> <p><input type="checkbox"/> Broker (count reasonable fee/commission only)</p> <p><input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers) _____ %</p> <p>B. Percentage amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule)). Total percentage of Supplies/Products _____ % X 60% = _____ %</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only) _____ %</p> <p>Description of the Work to be Performed: _____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)</p> <p><input type="checkbox"/> Manufacturer (count 100%)</p> <p><input type="checkbox"/> Broker (count reasonable fee/commission only)</p> <p><input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE Firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE Firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers) _____ %</p> <p>B. Percentage amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule)). Total percentage of Supplies/Products _____ % X 60% = _____ %</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only) _____ %</p> <p>Description of the Work to be Performed: _____</p>

<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)</p> <p><input type="checkbox"/> Manufacturer (count 100%)</p> <p><input type="checkbox"/> Broker (count reasonable fee/commission only)</p> <p><input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that for the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers) _____ %</p> <p>B. Percentage amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products _____ % X 60% = _____ %</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only) _____ %</p> <p>Description of the Work to be Performed: _____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)</p> <p><input type="checkbox"/> Manufacturer (count 100%)</p> <p><input type="checkbox"/> Broker (count reasonable fee/commission only)</p> <p><input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers) _____ %</p> <p>B. Percentage amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule)). Total percentage of Supplies/Products _____ % X 60% = _____ %</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker _____ %</p> <p>Description of the Work to be Performed: _____</p>

Continue on separate page if needed

PART 4 – SIGNATURE PAGE

**To complete Affidavit committing to MBE(s) or requesting waiver,
bidder/offeror must sign below**

I solemnly affirm under the penalties of perjury that: (i) I have reviewed the instructions for the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule, and (ii) the information contained in the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule is true to the best of my knowledge, information and belief.

Bidder/Offeror Name
(PLEASE PRINT OR TYPE)

Signature of Authorized Representative

Address

Printed Name and Title

City, State and Zip Code

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

MBE ATTACHMENT C-1B WAIVER GUIDANCE

GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE) participation goal (including any MBE subgoals) on a contract, the bidder/offeror must either (1) meet the MBE Goal(s) and document its commitments for participation of MBE Firms, or (2) when it does not meet the MBE Goal(s), document its Good Faith Efforts to meet the goal(s).

I. Definitions

MBE Goal(s) – “MBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s).

Good Faith Efforts – The “Good Faith Efforts” requirement means that when requesting a waiver, the bidder/offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE participation, even if those steps were not fully successful. Whether a bidder/offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the bidder/offeror has made. The efforts employed by the bidder/offeror should be those that one could reasonably expect a bidder/offeror to take if the bidder/offeror were actively and aggressively trying to obtain MBE participation sufficient to meet the MBE contract goal and subgoals. Mere *pro forma* efforts are not good faith efforts to meet the MBE contract requirements. The determination concerning the sufficiency of the bidder's/offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

Identified Firms – “Identified Firms” means a list of the MBEs identified by the procuring agency during the goal setting process and listed in the procurement as available to perform the Identified Items of Work. It also may include additional MBEs identified by the bidder/offeror as available to perform the Identified Items of Work, such as MBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms, this term refers to all of the MBE Firms (if State-funded) the bidder/offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

Identified Items of Work – “Identified Items of Work” means the bid items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE Firms. It also may include additional portions of items of work the bidder/offeror identified for performance by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the bidder/offeror identified as possible items of work for performance by MBE Firms and should include all reasonably identifiable work opportunities.

MBE Firms – “MBE Firms” refers to a firm certified by the Maryland Department of Transportation (“MDOT”) under COMAR 21.11.03. Only MDOT-certified MBE Firms can participate in the State's MBE Program.

II. Types of Actions Agency will Consider

The bidder/offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the bidder's/offeror's Good Faith Efforts when the bidder/offeror fails to meet the MBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Bid Items as Work for MBE Firms

1. Identified Items of Work in Procurements

(a) Certain procurements will include a list of bid items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the bidder/offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.

(b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

2. Identified Items of Work by Bidders/Offerors

(a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, bidders/offerors should reasonably identify sufficient items of work to be performed by MBE Firms.

(b) Where appropriate, bidders/offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder/offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms to Solicit

1. MBE Firms Identified in Procurements

(a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the bidder/offeror shall make all reasonable efforts to solicit those MBE firms.

(b) Bidders/offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE Firms Identified by Bidders/Offerors

(a) When the procurement does not include a list of Identified MBE Firms, bidders/offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.

(b) Any MBE Firms identified as available by the bidder/offeror should be certified to perform the Identified Items of Work.

C. Solicit MBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The bidder/offeror should:

(a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE Firms to respond;

(b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; and

(c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. "All" Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the bidder/offeror provides written solicitations.

3. "Electronic Means" includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the bidder/offeror must make the information available in a manner that is accessible to the interested MBE.

4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:

(a) by telephone using the contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; or

(b) in writing *via* a method that differs from the method used for the initial written solicitation.

5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:

(a) attending any pre-bid meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and

(b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

D. Negotiate With Interested MBE Firms

Bidders/Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:

(a) the names, addresses, and telephone numbers of MBE Firms that were considered;

(b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and

(c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.

2. A bidder/offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.

3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for a bidder's/offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE Firm's quote is excessive or unreasonable include, without limitation, the following:

(a) the dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;

(b) the percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;

(c) the percentage that the MBE subcontractor's quote represents of the overall contract amount;

(d) the number of MBE firms that the bidder/offeror solicited for that portion of the work;

(e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and

(f) the number of quotes received by the bidder/offeror for that portion of the work.

4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.

5. The bidder/offeror may not use its price for self-performing work as a basis for rejecting a MBE Firm's quote as excessive or unreasonable.

6. The "average of the other subcontractors' quotes received" by the bidder/offeror refers to the average of the quotes received from all subcontractors. Bidder/offeror should attempt to receive quotes from at least three subcontractors, including one quote from a MBE and one quote from a Non-MBE.

7. A bidder/offeror shall not reject a MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the bidder/offeror concludes is not acceptable, the bidder/offeror must provide a written detailed statement listing the reasons for this conclusion. The bidder/offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

(a) The factors to take into consideration when assessing the capabilities of a MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

(b) The MBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

E. Assisting Interested MBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the bidder/offeree:

1. made reasonable efforts to assist interested MBE Firms in obtaining the bonding, lines of credit, or insurance required by the procuring agency or the bidder/offeree; and
2. made reasonable efforts to assist interested MBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE Firms in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and Non-MBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether a bidder/offeree decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other bidders/offerees in meeting the contract. For example, when the apparent successful bidder/offeree fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful bidder/offeree could have met the goal. If the apparent successful bidder/offeree fails to meet the goal, but meets or exceeds the average MBE participation obtained by other bidders/offerees, this, when viewed in conjunction with other factors, could be evidence of the apparent successful bidder/offeree having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, a bidder/offeree seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

A. Items of Work (Complete Good Faith Efforts Documentation Attachment C-1C, Part 1)

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE Firms in order to increase the likelihood of achieving the stated MBE Goal(s).

B. Outreach/Solicitation/Negotiation

1. The record of the bidder's/offeree's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). **(Complete Outreach Efforts Compliance Statement – Attachment C-2).**

2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:

(a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) **(Complete Good Faith Efforts Attachment C-1C, Part 2, and submit letters, fax cover sheets, emails, etc. documenting solicitations);** and

(b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

C. Rejected MBE Firms (Complete Good Faith Efforts Attachment C-1C, Part 3)

1. For each MBE Firm that the bidder/offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

2. For each certified MBE Firm that the bidder/offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the quotes received from all MBE and Non-MBE firms bidding on the same or comparable work. **(Include copies of all quotes received.)**

3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by a MBE Unavailability Certificate (see Exhibit A to this Part 1) signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the bidder's/offeror's Good Faith Efforts.

2. Submit any other documentation the bidder/offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

MBE Subcontractor Unavailability Certificate

MBE ATTACHMENT C-1C

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

PARTS 1, 2, AND 3 MUST BE INCLUDED WITH THIS CERTIFICATE ALONG WITH ALL DOCUMENTS SUPPORTING YOUR WAIVER REQUEST.

I affirm that I have reviewed Attachment C-1B, Waiver Guidance. I further affirm under penalties of perjury that the contents of Parts 1, 2, and 3 of this Attachment C-1C Good Faith Efforts Documentation Form are true to the best of my knowledge, information, and belief.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PART 1 – IDENTIFIED ITEMS OF WORK BIDDER/OFFEROR MADE AVAILABLE TO MBE FIRMS

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

Identify those items of work that the bidder/offeror made available to MBE Firms. This includes, where appropriate, those items the bidder/offeror identified and determined to subdivide into economically feasible units to facilitate the MBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the bidder's/offeror's responsibility to demonstrate that sufficient work to meet the goal was made available to MBE Firms, and the total percentage of the items of work identified for MBE participation equals or exceeds the percentage MBE goal set for the procurement. Note: If the procurement includes a list of bid items identified during the goal setting process as possible items of work for performance by MBE Firms, the bidder/offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the bidder/offeror selects additional items of work to make available to MBE Firms, those additional items should also be included below.

Identified Items of Work	Was this work listed in the procurement?	Does bidder/offeror normally self-perform this work?	Was this work made available to MBE Firms? If no, explain why?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
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	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
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	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

☐ Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION
TO SUPPORT WAIVER REQUEST
PART 2 – IDENTIFIED MBE FIRMS AND RECORD OF SOLICITATIONS**

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the bidder/offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the bidder/offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (see Exhibit A to MBE Attachment C-1B). If the bidder/offeror used a Non-MBE or is self-performing the identified items of work, Part 3 must be completed.

Name of Identified MBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
Firm Name: <hr/> MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr/>		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing
Firm Name: <hr/> MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr/>		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing

☐ Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PART 3 – ADDITIONAL INFORMATION REGARDING REJECTED MBE QUOTES

PAGE__OF __

Prime Contractor	Project Description	Solicitation Number

This form must be completed if Part 2 indicates that a MBE quote was rejected because the bidder/offeror is using a Non-MBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE, and if applicable, state the name of the Non-MBE. Also include the names of all MBE and Non-MBE Firms that provided a quote and the amount of each quote.

Describe Identified Items of Work Not Being Performed by MBE (Include spec/section number from bid)	Self-performing or Using Non-MBE (Provide name)	Amount of Non-MBE Quote	Name of Other Firms who Provided Quotes & Whether MBE or Non-MBE	Amount Quoted	Indicate Reason Why MBE Quote Rejected & Briefly Explain
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____ -	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____ -	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____ -	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non- MBE _____	\$ _____ -	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non- MBE _____	\$ _____ -	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non- MBE _____	\$ _____ -	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other

☐ Please check if Additional Sheets are attached.

MBE Attachment C - 2

OUTREACH EFFORTS COMPLIANCE STATEMENT

Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the bid/proposal submitted in response to BID No. IFB89959JL, I state the following:

1. Bidder/Offeror identified subcontracting opportunities in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to personally contact the solicited MDOT-certified MBE firms:

4. Please Check One:

- ☐ This project does not involve bonding requirements.
- ☐ Bidder/Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements.

(DESCRIBE EFFORTS): _____

5. Please Check One:

- ☐ Bidder/Offeror did attend the pre-bid/pre-proposal conference.
- ☐ No pre-bid/pre-proposal meeting/conference was held.
- ☐ Bidder/Offeror did not attend the pre-bid/pre-proposal conference.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

MBE Attachment C-3A

MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION

PLEASE COMPLETE AND SUBMIT ONE FORM FOR EACH CERTIFIED MBE FIRM LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT C-1A) WITHIN 10 WORKING DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

Provided that _____ (Prime Contractor's Name) is awarded the State contract in conjunction with Solicitation No. IFB89959JL, such Prime Contractor intends to enter into a subcontract with _____ (Subcontractor's Name) committing to participation by the MBE firm _____ (MBE Name) with MDOT Certification Number _____ which will receive at least \$ _____ which equals to _____ % of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

Each of the Contractor and Subcontractor acknowledges that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. Each of the Contractor and Subcontractor solemnly affirms under the penalties of perjury that: (i) the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of its knowledge, information and belief, and (ii) has fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified Minority Business Enterprise in its Bid/Proposal;
- (2) fail to notify the certified Minority Business Enterprise before execution of the Contract of its inclusion of the Bid/Proposal;
- (3) fail to use the certified Minority Business Enterprise in the performance of the Contract; or
- (4) pay the certified Minority Business Enterprise solely for the use of its name in the Bid/Proposal.

PRIME CONTRACTOR	SUBCONTRACTOR
Signature of Representative: _____	Signature of Representative: _____
Printed Name and Title: _____ _____	Printed Name and Title: _____ _____
Firm's Name: _____	Firm's Name: _____
Federal Identification Number: _____	Federal Identification Number: _____
Address: _____ _____	Address: _____ _____
Telephone: _____	Telephone: _____
Date: _____	Date: _____

MBE Attachment C-3B
MBE PRIME - PROJECT PARTICIPATION CERTIFICATION

PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE FIRM HAS LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT C-1A) FOR PURPOSES OF MEETING THE MBE PARTICIPATION GOALS. THIS FORM MUST BE SUBMITTED WITHIN 10 WORKING DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

Provided that _____ (Prime Contractor's Name) with Certification Number _____ is awarded the State contract in conjunction with Solicitation No. IFB89959JL, such MBE Prime Contractor intends to perform with its own forces at least \$ _____ which equals to _____ % of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE). FOR CONSTRUCTION PROJECTS, GENERAL CONDITIONS MUST BE LISTED SEPARATELY.	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

MBE PRIME CONTRACTOR

Signature of Representative:

Printed Name and Title: _____

Firm's Name: _____

Federal Identification Number: _____

Address: _____

Telephone: _____

Date: _____

MBE Attachment C-4A

Minority Business Enterprise Participation Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Prime Contractor: Report is due to the MBE Liaison by the 10th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
--	--

Prime Contractor:		Contact Person:																																					
Address:																																							
City:		State:	ZIP:																																				
Phone:	Fax:		E-mail:																																				
MBE Subcontractor Name:		Contact Person:																																					
Phone:	Fax:																																						
Subcontractor Services Provided:																																							
List all payments made to MBE subcontractor named above during this reporting period: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice#</u></th> <th style="width: 55%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="3">Total Dollars Paid: \$ _____</td> </tr> </tbody> </table>			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Paid: \$ _____			List dates and amounts of any outstanding invoices: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice #</u></th> <th style="width: 55%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="3">Total Dollars Unpaid: \$ _____</td> </tr> </tbody> </table>			<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Unpaid: \$ _____		
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Total Dollars Paid: \$ _____																																							
	<u>Invoice #</u>	<u>Amount</u>																																					
1.																																							
2.																																							
3.																																							
4.																																							
Total Dollars Unpaid: \$ _____																																							

- If more than one MBE subcontractor is used for this contract, you must use separate Attachment C-4A forms for each subcontractor.
- Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in Attachment C-4B
- Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

Signature: _____ Date: _____
(Required)

Regina Spencer University of Maryland, Baltimore Strategic Sourcing and Acquisition Services 220 Arch Street, Rm. 02-100 Baltimore, MD 21201 Phone: 410.706.8304 Fax: 410.706.8577 eMail: RSpencer@umaryland.edu
--

Signature: _____ Date: _____
(Required)

Sample MBE ATTACHMENT C-5

Minority Business Enterprise Participation Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____ Reporting Period (Month/Year): _____ Report is due by the 10th of the month following the month the services were performed.	Contract # Contracting Unit: MBE Subcontract Amount: Project Begin Date: Project End Date: Services Provided:
---	--

MBE Subcontractor Name:																					
MDOT Certification #:																					
Contact Person:		E-mail:																			
Address:																					
City:	State:	ZIP:																			
Phone:	Fax:																				
Subcontractor Services Provided:																					
List all payments received from Prime Contractor during reporting period indicated above. <table style="width: 100%;"> <thead> <tr> <th style="text-align: center;"><u>Invoice Amt</u></th> <th style="text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td></tr> <tr><td>2.</td><td></td></tr> <tr><td>3.</td><td></td></tr> <tr> <td colspan="2">Total Dollars Paid: \$ _____</td> </tr> </tbody> </table>	<u>Invoice Amt</u>	<u>Date</u>	1.		2.		3.		Total Dollars Paid: \$ _____		List dates and amounts of any unpaid invoices over 30 days old. <table style="width: 100%;"> <thead> <tr> <th style="text-align: center;"><u>Invoice Amt</u></th> <th style="text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td></tr> <tr><td>2.</td><td></td></tr> <tr><td>3.</td><td></td></tr> <tr> <td colspan="2">Total Dollars Unpaid: \$ _____</td> </tr> </tbody> </table>	<u>Invoice Amt</u>	<u>Date</u>	1.		2.		3.		Total Dollars Unpaid: \$ _____	
<u>Invoice Amt</u>	<u>Date</u>																				
1.																					
2.																					
3.																					
Total Dollars Paid: \$ _____																					
<u>Invoice Amt</u>	<u>Date</u>																				
1.																					
2.																					
3.																					
Total Dollars Unpaid: \$ _____																					
Prime Contractor:		Contact Person:																			

****Return one copy of this form to the following address (electronic copy with signature & date is preferred):**

Regina Spencer University of Maryland, Baltimore Strategic Sourcing and Acquisition Services 220 Arch Street, Rm. 02-100 Baltimore, MD 21201 Phone: 410.706.8304 Fax: 410.706.8577 eMail: RSpencer@umaryland.edu

Signature: _____ Date: _____
(Required)

MBE Attachment C-4B

Minority Business Enterprise Participation MBE Prime Contractor Report

MBE Prime Contractor: Certification Number: Report #: _____ Reporting Period (Month/Year): _____ MBE Prime Contractor: Report is due to the MBE Liaison by the 10th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ Total Value of the Work to the Self-Performed for purposes of Meeting the MBE participation goal/subgoals: _____ Project Begin Date: _____ Project End Date: _____
--	--

Contact Person:		
Address:		
City:	State:	ZIP:
Phone:	Fax:	E-mail:

Invoice Number	Value of the Work	NAICS Code	Description of the Work

Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):

Signature: _____ Date: _____
(Required)

Regina Spencer
University of Maryland, Baltimore
Strategic Sourcing and Acquisition Services
220 Arch Street, Rm. 02-100
Baltimore, MD 21201 Phone: 410.706.8304 Fax: 410.706.8577 eMail: RSpencer@umaryland.edu

Signature: _____ Date: _____
(Required)

MBE ATTACHMENT C-5
Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____ Reporting Period (Month/Year): _____ Report is due by the 10th of the month following the month the services were performed.	Contract # _____ Contracting Unit: _____ MBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	--

MBE Subcontractor Name: _____																						
MDOT Certification #: _____																						
Contact Person: _____		E-mail: _____																				
Address: _____																						
City: _____	State: _____	ZIP: _____																				
Phone: _____	Fax: _____																					
Subcontractor Services Provided:																						
List all payments received from Prime Contractor during reporting period indicated above. <table style="width: 100%;"> <thead> <tr> <th style="text-align: center;"><u>Invoice Amt</u></th> <th style="text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1. _____</td><td>_____</td></tr> <tr><td>2. _____</td><td>_____</td></tr> <tr><td>3. _____</td><td>_____</td></tr> <tr> <td colspan="2">Total Dollars Paid: \$ _____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1. _____	_____	2. _____	_____	3. _____	_____	Total Dollars Paid: \$ _____		List dates and amounts of any unpaid invoices over 30 days old. <table style="width: 100%;"> <thead> <tr> <th style="text-align: center;"><u>Invoice Amt</u></th> <th style="text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1. _____</td><td>_____</td></tr> <tr><td>2. _____</td><td>_____</td></tr> <tr><td>3. _____</td><td>_____</td></tr> <tr> <td colspan="2">Total Dollars Unpaid: \$ _____</td> </tr> </tbody> </table>	<u>Invoice Amt</u>	<u>Date</u>	1. _____	_____	2. _____	_____	3. _____	_____	Total Dollars Unpaid: \$ _____	
<u>Invoice Amt</u>	<u>Date</u>																					
1. _____	_____																					
2. _____	_____																					
3. _____	_____																					
Total Dollars Paid: \$ _____																						
<u>Invoice Amt</u>	<u>Date</u>																					
1. _____	_____																					
2. _____	_____																					
3. _____	_____																					
Total Dollars Unpaid: \$ _____																						
Prime Contractor: _____		Contact Person: _____																				

Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):

Signature: _____ Date: _____
 (Required)

Regina Spencer University of Maryland, Baltimore Strategic Sourcing and Acquisition Services 220 Arch Street, Rm. 02-100 Baltimore, MD 21201 Phone: 410.706.8304 Fax: 410.706.8577 eMail: RSpencer@umaryland.edu
--

Signature: _____ Date: _____
 (Required)

MBE Attachment C-6

Liquidated Damages Provisions for Non-Construction Contracts Containing MBE Participation Goals

This contract requires the contractor to make good faith efforts to comply with the Minority Business Enterprise (“MBE”) Program and contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

Therefore, upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

- a. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): **\$30.59** per day until the monthly report is submitted as required.
- b. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): **\$107.07** per MBE subcontractor.
- c. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.
- d. Failure to meet the Contractor’s total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
- e. Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of this contract: **\$100.00** per day until the undisputed amount due to the MBE subcontractor is paid.

Notwithstanding the use of liquidated damages, the State reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law.

APPENDIX D

E BUILDER AFFIDAVIT

This document MUST BE included with the bid or offer. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Project Name: Bressler Research Building (BRB) Façade Restoration at University of Maryland Baltimore Solicitation No. 16-350 WG, I affirm the following:

I acknowledge and intend to obtain an annual license for E Builder, and will submit all project documentation through eBuilder as instructed by UMB.

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

Bidder/Offeror Firm Name

Signature of Affiant

Address

Printed Name, Title

City, State, Zip

Phone

Fax

E-Mail

Date

APPENDIX E**BID PRICE FORMS**

BID NO: **IFB89959JL**
BID PRICE DUE: **October 28, 2021 at 2:00 p.m.**
BID FOR: **MODERNIZATION ELEVATORS AT PLAZA GARAGE**

NAME OF BIDDER: _____

FID NUMBER: _____

DATE: _____

Mr. Joseph Lee
Construction & Facilities Strategic Acquisitions
University of Maryland, Baltimore
The Saratoga Building
220 Arch Street, Office Level 02, Rm. 02-100
Baltimore, MD 21201

Dear Mr. Lee:

The undersigned, hereby submits a price to furnish labor, materials, equipment, supplies, safety control devices, permits (if required), supervision, subcontracting, maintenance and other necessary resources as required for the scope of work for Modernization one (1) Elevator at Plaza Garage 500 W. Redwood Street, Baltimore MD, 21201 as set forth in Bid documents IFB89959JL, dated, October 1, 2021.

Having received clarification on all matters upon which any doubt arose, the undersigned Bidders are to complete the work for the guaranteed pricing listed below. The lowest responsive and responsible bidder for the contract will receive award. **BIDDERS ARE NOT TO ALTER, ADD TO, OR DELETE ANYTHING FROM THIS BID PRICE FORM.**

BASIS OF AWARD: An award will be made to the lowest responsive and responsible bidder meeting the specifications and requirements set forth in the bid document.

A. Modernization Elevators

	Price:
1. Elevator PE1	\$
TOTAL MODERNIZATION PRICE:	\$

B. Maintenance Elevators: Twenty four (24) months following DLLR acceptance of elevator

	Monthly Maintenance	Total Maintenance (monthly x 24 months)
1. Elevator PE1	\$	\$
TOTAL MAINTENANCE PRICE:	\$	

Initials of signer to Identify Page _____

BID NO: **IFB89959JL**
BID PRICE DUE: **October 28, 2021 at 2:00 p.m.**
BID FOR: **MODERNIZATION ELEVATORS AT PLAZA GARAGE**

Total Pricing for:

A. Total Modernization Elevator (1) : \$ _____

B. Total Maintenance of Elevator: 24 months (1.): \$ _____

TOTAL BID PRICE for: A. Total Modernization Elevators
(1) + B. Total Maintenance of Elevators: 24 months (1): \$ _____
(Figure)

_____/ _____ Dollars
(Words)

The bidder shall state all contract pricing in dollars and cents, in both words and figures where indicated. If there is any question or difference between the written words and figures, the written words shall govern.

The Proposer shall state all contract pricing in dollars and cents, in both words and figures where indicated. If there is any question or difference between the written words and figures, the written words shall govern.

We further understand that the Price Proposal will remain in effect for a minimum of 120 days from the due date of the Price Proposal.

We understand that the University reserves the right to award a contract (or contracts) for all items, or any parts thereof, as set forth in detail under the information furnished in the solicitation documents.

All submitted forms, including, but not limited to, the Price Proposal, Bid/Proposal Affidavit, Minority Business Enterprise Affidavit, Minority Business Enterprise Schedule, and Acknowledgement of Receipt of Addenda forms remain in full force and effect.

As well, all terms and conditions as set forth in the Solicitation Documents, including those documents issued to solicit Proposals, all addenda since that issuance, and our Technical and Price Proposals are a part of any resulting contract.

Initials of signer to Identify Page ____

The offeror represents, and it is a condition precedent to acceptance of this bid, that the offeror has not been a party to any agreements to submit a fixed or uniform price. Sign where applicable below.

A. INDIVIDUAL PRINCIPAL

In Presence of Witness: _____

FIRM NAME

ADDRESS

TELEPHONE NO.

SIGNED

Printed Name

Title:

B. CO-PARTNERSHIP PRINCIPAL

(Name of Co - Partnership)

ADDRESS _____

TELEPHONE NO. _____

In Presence of Witness:

_____ as to

BY _____ (Partner)

Printed Name:

_____ as to

BY _____ (Partner)

Printed Name:

_____ as to

BY _____ (Partner)

C. CORPORATE PRINCIPAL

(Name of Corporation)

ADDRESS: _____

TELEPHONE NO.: _____

[Printed Name of Corporate (or Assistant Corporate) Secretary]

[Corporate (or Assistant Corporate) Secretary Signature for Identification]

BY:

Signature of Officer and Title

Printed Name

Title

APPENDIX F

UMB Request For Elevator Outage Form

Requests for elevator outages must be submitted at least 3 full business days prior to the proposed start of the outage.

Date of Request			
Building			
Elevator			
Contractor			
Name			
Phone		Fax	
Email			
Proposed Outage Date		Time	
Proposed Duration			
Description of Work			

Submit to:

University of Maryland, Baltimore
Department of Operations and Maintenance
622 West Fayette Street
Baltimore, MD 21201
Fax (410)706-0864

Email to

dfultz@umaryland.edu

APPENDIX G

CONTRACTORS COVID-19 ACKNOWLEDGMENT FORM

Contractors COVID-19 Acknowledgment Form

Instructions: The sponsor completes this form with the contractor and discusses UMB's health and safety requirements prior to or immediately upon arrival of the (first) visit. Once it has been completed, maintain this form their records.

Step 1: Complete Contractor Information

Name:	Start date: Click or tap to enter a date. End date (if known): Click or tap to enter a date.
The Contractor's Primary Location:	The Purpose of the Work:
My contractor requires the following special accommodations: <i>Contractors with disabilities may request reasonable accommodations during their work on campus. The Sponsor is responsible for coordinating requests. For workplace accommodations, Sponsors should contact Sheila Blackshear, Diversity, ADA and Affirmative Action Administrator.</i>	
Contractor Signature:	

Step 2: Determine Contractor Health and Safety Requirements

Face Covering Policy	Required
Testing Requirement	Not Required
Contractor Health System Monitoring Process	Required
Acknowledgment Form	Required
Review COVID-19 Contractors Guidance	Required

Step 3: Obtain Acknowledgments

1.	<input type="checkbox"/> Yes <input type="checkbox"/> No	The sponsor has communicated UMB's health and safety requirements through email or check-in process.
2.	<input type="checkbox"/> Yes <input type="checkbox"/> No	The contractor acknowledges and agrees to follow UMB's health and safety requirements, to include:
		<ul style="list-style-type: none"> Wearing a face covering inside UMB buildings and outside, consistent with policy Practicing good hygiene – washing hands frequently, covering your cough and sneeze Maintaining physical distancing Rescheduling or reassigning the work if a contractor is sick, experiencing flu-like symptoms, or has been exposed or have been diagnosed with COVID-19 in the last 14 days.
3.	<input type="checkbox"/> Yes <input type="checkbox"/> No	The contractor has a health symptom monitoring process
4.	<input type="checkbox"/> Yes <input type="checkbox"/> No	The contractor acknowledges they must notify UMB of any positive COVID-19 cases among individuals working on UMB's campus.

-SAVE THIS FORM FOR YOUR RECORDS-

APPENDIX H
CONTRACT DOCUMENTS

NOTE: **These are provided for information ONLY. The successful Contractor will be required to complete these forms.**

Maintenance/Service Contract
Contract Affidavit

STANDARD FORM OF MAINTENANCE CONTRACT
CONTRACT # C _____

This Standard Form of Maintenance Contract (SFMC) is made as of the ____ day of _____, 20____, by and between the University of Maryland at Baltimore ("University") and _____, _____, _____, Maryland _____, FID # _____ ("Contractor").

WITNESSETH:

1. The University has issued a procurement solicitation in connection with a certain project known as _____ at _____.

2. The Contractor has responded to that solicitation and has been awarded the contract to perform work in connection with that project.

Now therefore for good and valuable consideration the parties agree as follows:

1. The Contract consists of the following documents:

RFP/IFB # _____ Document dated ____/____/____;

RFP/IFB # _____ Addendum #1 dated _____

_____'s Technical Proposal dated ____/____/____; and,

_____'s Bid Price or Price Proposal dated ____/____/____.

all of which are collectively referred to as the Contract Documents all of which are incorporated into this SFMC as it is fully set forth.

2. The Contractor shall completely perform its obligations under the Contract in a timely manner.

3. The Contractor shall diligently prosecute the Work from and after the issuance of the Notice to Proceed and shall substantially complete the work not later than _____ (____) months for the completion of the project.

4. Total monetary compensation to the Contractor under the Contract is \$ _____.

IN WITNESS WHEREOF the parties hereto have executed this Contract the day and year first above written

University of Maryland, Baltimore

Contractor

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

BUDGETARY DATA:

Requisition No. _____

Fund: _____

Budget: _____

CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, (print name) _____ possess the legal authority to make this Affidavit.

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

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

- (1) Corporation - ____ domestic or ____ foreign;
- (2) Limited Liability Company - ____ domestic or ____ foreign;
- (3) Partnership - ____ domestic or ____ foreign;
- (4) Statutory Trust - ____ domestic or ____ foreign;
- (5) ____ Sole Proprietorship

and is registered or qualified as required under Maryland Law.

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

Name and Department ID

Number: _____ Address: _____

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

Name and Department ID Number: _____

Address: _____.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require the business to file with the Secretary of State of Maryland certain specified information, including disclosure of beneficial ownership of the business, within 30 days of the date the aggregate value of any contracts, leases, or other agreements that the business enters into with the State of Maryland or its agencies during a calendar year reaches \$200,000.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

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' 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 who 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 §E(2)(b), of this regulation;

(h) Notify its employees in the statement required by §E(2)(b), of this regulation, 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 §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), of this regulation, 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 §E(2)(a)-(j), of this regulation.

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

(4) I acknowledge and agree that:

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

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

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

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

Date: _____

By: _____ (printed name of Authorized Representative and affiant)

_____ (signature of Authorized Representative and affiant)

APPENDIX I
PROCUREMENT TERMS AND CONDITIONS

ATTACHMENT I

SOLICITATION TERMS AND CONDITIONS

FOR CONSTRUCTION/MAINTENANCE PROJECTS

1. Due Date and Time

The Bid shall be submitted via email to the email address provided in the Solicitation schedule with the 'sent' email time log no later than the date and time indicated in the Solicitation Schedule.

Proposers shall allow sufficient time in submitting responses to the IFB to ensure timely receipt by the Issuing Office via the email site. **Due to file size constraints (25 MG), multiple files may need to be submitted by the Proposer.** Bids or unsolicited amendments to proposals arriving after the due date and time will not be considered.

Bids are to be held valid for 120 days following the closing date for this IFB. This period may be extended by mutual agreement between the vendor and the University.

2. Late Proposals

Any proposal, request for modification, or request for withdrawal that is not received at the designated location, time, and date set forth in the Solicitation Schedule will be deemed late and will not be considered. Delivery of the proposal to the specified location at the prescribed time and date is the sole responsibility of the proposer.

3. Multiple/Alternative Proposals

Proposers may not submit more than one (1) bid nor may proposers submit an alternate to this IFB. (Refer to Section I and Section III of the Solicitation for instructions on how to respond the scope of service categories.)

4. Modifications and Withdrawals of Bid

Withdrawal of, or modifications to, proposals are effective only if written notice is filed to the Issuing Office prior to the time bids are due. A notice of withdrawal or modification to a bid must be signed by an officer with the authority to commit the company.

No withdrawal or modifications will be accepted after the time bids are due.

5. Pre-Bid Conference – Refer to Solicitation Section 00100

6. Issuing Office and Questions during the Procurement – Refer to Solicitation Section 00100

7. Questions, Inquiries, Clarifications, and Addenda

Questions and inquiries shall be submitted to the Issuing Office no later than the date and time indicated in the Solicitation Schedule.

Should a Proposer find discrepancies in the IFB documents, or be in doubt as to the meaning or intent of any part thereof, the Proposer must, prior to the question deadline listed in the Solicitation Schedule, request clarification in writing from the Issuing Office, who will issue a written Addendum to the Contract. Failure to request such clarification is a waiver to any claim by the Proposer for expense made necessary by reason of later

interpretation of the IFB documents by the University. Requests shall include the IFB number and name.

Oral explanations or instructions will not be binding; only written Addenda will be binding. Any Addenda resulting from these requests will be posted on the University's bid board. The Proposer shall acknowledge the receipt of all addenda in the Acknowledgement of Receipt of Addenda Form.

8. Site Investigation

By submitting a proposal the Proposer acknowledges that the Proposer has investigated and been satisfied as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, and electric power. Any failure by the Proposer to become acquainted with the available information will not relieve the Proposer from responsibility for estimating properly the cost of successfully performing the work. The University shall not be responsible for any conclusions or interpretations made by the Proposer of the information made available by the University.

9. Right to Reject Bids and Waive Irregularities

The University reserves the right to reject either all bids after the opening of the bids but before award, or any proposal, in whole or part, when it is in the best interest of the State of Maryland. For the same reason, the University reserves the right to waive any minor irregularity in a proposal.

10. Cancellation of the IFB

The University may cancel this IFB, in whole or in part, at any time before the opening of the bids.

11. Bid Acceptance

The University reserves the right to accept or reject any and all bids, in whole or in part, received as a result of this IFB; to waive minor irregularities; or to negotiate with all responsible proposers, in any manner necessary, to serve the best interest of the University. Further, the University reserves the right to make a whole award, multiple awards, a partial award, or no award at all.

12. Confidential/Proprietary Information

Proposers should give specific attention to the identification of those portions of their bids which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by the State under the Public Information Act, General Provisions Article, Title 4 of the Annotated Code of Maryland. Proposals are not publicly opened. Proposers must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret. It is not sufficient to preface the entire proposal with a proprietary statement.

13. Financial Disclosure by Persons Doing Business with the State

Proposers providing materials, equipment, supplies or services to the University must comply with Section 13-221 of the State Finance & Procurement Article of the Annotated Code of Maryland which requires that every business which enters into contracts, leases or other agreements with the University and receives in the aggregate \$200,000, or more, during a calendar year shall, within 30 days of the time when the \$200,000 is reached, file with the Secretary of State a list containing the names and address of its resident agent, each of its officers, and any individual who has beneficial ownership of the contracting business.

14. Arrearages

By submitting a response to this solicitation, a firm shall be deemed to represent 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.

15. Incurred Expenses

The University will not be responsible for any costs incurred by any firm in preparation and submittal of a proposal.

16. Debriefing of Unsuccessful Proposers

A debriefing of an unsuccessful proposer shall be conducted upon written request submitted to the procurement officer within 10 days after the proposer knew or should have known its bid was unsuccessful. The debriefing shall be limited to discussion of the unsuccessful proposer's bid only and shall not include a discussion of a competing proposer's bid. Debriefings shall be conducted at the earliest feasible time. A summarization of the procurement officer's rationale for the selection may be given.

17. Maryland Public Ethics Law

The Maryland Public Ethics Law prohibits, among other things: State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from (i) submitting a bid or proposal, (ii) negotiating a contract, and (iii) entering into a contract with the governmental unit with which the individual is affiliated per the Maryland Code, General Provisions Article, Title 5, Subtitle 5. If the proposer has any questions concerning application of the State Ethics Law to the proposer's participation in this procurement, it is incumbent upon the proposer to seek advice from the State Ethics Commission: Executive Director, State Ethics Commission, 45 Calvert Street, 3rd Floor, Annapolis, Maryland 21401, 410-260-7770, 877-669-6085.

The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the proposer to obtain advice from the State Ethics Commission and may reject a bid or proposal that would result in a violation of the Ethics Law.

The resulting contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the vendor or any State of Maryland employee in connection with this procurement.

18. Use of Affiliates to Avoid Taxation on Income from State Contracts

Contractor agrees that it will not reduce its income subject to tax by claiming a deduction for royalty or similar payments for trademarks, trade names, or intangible property that shift income from the contractor to an affiliated entity that does not file Maryland income tax returns. Contractor agrees that any affiliated entity receiving such payments is doing business in Maryland and is required to file Maryland income tax returns. Contractor agrees that during the course of this contract: (1) it shall not make any such royalty or similar payments to any affiliated company; but (2) if any such royalty or similar payments are made, contractor and the affiliated company shall file separate Maryland income tax returns and pay their respective Maryland income taxes in such a manner that contractor may claim a deduction against Maryland income tax for such payments only if the affiliated company receiving the royalty or similar payment files its Maryland income tax return and pays Maryland tax, under a formula that reasonably apportions the income of the affiliated company among the states, including Maryland, in which the contractor does business. Contractor agrees that it is authorized to bind its affiliated entities to the terms hereof.

19. Payments to Contractors by Electronic Funds Transfer

If the annual dollar value of this contract will exceed \$200,000.00, the Proposer is hereby advised that electronic funds transfer (EFT) will be used by the State to pay the Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants the Contractor an exemption.

By submitting a response to this solicitation, the Proposer agrees to accept payments by EFT. The selected Proposer shall register using form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

The form is available as a pdf file on the web site of the General Accounting Division of the Comptroller of Maryland:

http://comptroller.marylandtaxes.gov/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf

20. Minority Business Enterprise Notice

Minority Business Enterprises are encouraged to respond to this solicitation. For more information on the State's MBE program or questions related to certification, please contact MDOT's Office of Minority Business Enterprise/Equal Opportunity, telephone 410-865-1269 or view the MDOT website

<https://mbe.mdod.maryland.gov/directory/>.

21. Insurance Requirements – Refer to Sections 00700 Paragraph 6.04 and 6.05 of the Solicitation

22. Bid and Payment and Performance Bonds – Refer to Solicitation Sections 00200, Article M for information regarding Bid Bond requirements (if any) and Section 00700, Paragraph 2.03 for Payment and Performance Bond requirements.

END OF ATTACHMENT I