

# REQUEST FOR PROPOSAL

FOR ON-CALL MINOR ELECTRICAL SERVICES

RFP NUMBER: 91066 JL

ISSUED: December 07, 2022

**Procurement/Issuing Office:** University of Maryland, Baltimore Construction & Facilities Strategic Acquisitions

Saratoga Street Offices 220 Arch Street, Room 02-100

Baltimore, MD 21201

**Project Management:** UMB Office of Facilities and Operations

University of Maryland, Baltimore (UMB)

**THIS IS A SMALL BUSINESS RESERVE PROCUREMENT**

**ACCESS**: Anyone requiring special assistance in obtaining a copy of the solicitation, in attending a pre-proposal conference or in delivering a proposal are requested to contact the appropriate person(s) in the Issuing Office per Section 4.6, at least 48 hours in advance.

**NOTE: All Addenda to this procurement will be posted on the UMB Procurement Services - ebid board website at** <https://www.umaryland.edu/procurement/ebid-board/>

**REQUEST FOR PROPOSAL**

**FOR**

**ON-CALL MINOR ELECTRICAL SERVICE**

**AT**

**UNIVERSITY OF MARYLAND, BALTIMORE**

**RFP91066JL**

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**SOLICITATION SCHEDULE**

|  |  |
| --- | --- |
| Issue Date | Wednesday, December 7, 2022 |
|  |  |
| Pre-Proposal Conference Date | Monday, December 19, 2022, at 10:00 AM  Virtual Meeting (See Link below) |
| Pre-Proposal Conference Location | Microsoft Teams meeting  **Join on your computer, mobile app or room device**  [Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MWZkMjUwZGMtNTMwNS00MTA0LWI0NjYtZmU0MjIxZWUxN2Yw%40thread.v2/0?context=%7b%22Tid%22%3a%223dcdbc4a-7e4c-407b-80f7-7fb6757182f2%22%2c%22Oid%22%3a%22b03221be-39c7-4232-9cd2-590c48bceb16%22%7d)  Meeting ID: 253 206 660 990  Passcode: zZPqSM  [Download Teams](https://www.microsoft.com/en-us/microsoft-teams/download-app) | [Join on the web](https://www.microsoft.com/microsoft-teams/join-a-meeting)  **Or call in (audio only)**  [+1 443-409-5274,,932132162#](tel:+14434095274,,932132162# )   United States, Baltimore  Phone Conference ID: 932 132 162#  [Find a local number](https://dialin.teams.microsoft.com/273886a3-dfd9-4a52-b4ab-e3039dfbdba7?id=932132162) | [Reset PIN](https://dialin.teams.microsoft.com/usp/pstnconferencing)  [Learn More](https://aka.ms/JoinTeamsMeeting) | [Meeting options](https://teams.microsoft.com/meetingOptions/?organizerId=b03221be-39c7-4232-9cd2-590c48bceb16&tenantId=3dcdbc4a-7e4c-407b-80f7-7fb6757182f2&threadId=19_meeting_MWZkMjUwZGMtNTMwNS00MTA0LWI0NjYtZmU0MjIxZWUxN2Yw@thread.v2&messageId=0&language=en-US) |
|  |  |
| Deadline for questions for Technical Proposal | Friday, January 6, 2023, by 4:00 pm |
|  |  |
| Technical Proposal Due Date | **Friday, January 20, 2023, on or before 2:00 pm** |
| Submit Initial Technical Proposal: | [**Proc-oncallbids@umaryland.edu**](mailto:Proc-oncallbids@umaryland.edu)  File to be labeled “91066JL – On Call Minor Electrical Svc – Your Company Name” |
|  |  |
| Interview Sessions for Shortlisted Firms | These are optional and may be held at UMB’s sole discretion. |
|  |  |
| Anticipated Site Visit to UMB Campus | The week of March 13-17, 2023 |

Deadline for Questions Friday, March 24, 2023, by 4:00 pm

regarding Price Proposal Phase

|  |  |
| --- | --- |
|  |  |
|  |  |
| Price Proposal Due Date (only shortlisted Proposers will be invited to submit a  Price Proposal) | Tuesday, April 4, 2023, on or before 2:00 pm |
|  |  |
| Anticipated Contract Award | Anticipated by April 21, 2023 |

## SCOPE OF SERVICES

### Introduction

The University of Maryland, Baltimore is requesting proposals from firms to provide On-Call Minor Electrical Services. The services will primarily involve maintenance work on a variety of electrical systems throughout campus however at the University’s sole discretion, the resulting contracts may be used for, but not limited to, staff augmentation of the UMB workforce.

This is a Small Business Reserve Procurement.

UMB anticipates multiple awards to be made as a result of this procurement with approximately 3-4 electrical contractors selected, however, UMB has the sole right to award fewer or more contracts. The selected firms are to be available on an ‘on call’ basis as work arises. The University is unable to forecast the frequency of use.

The resulting master contracts may also be utilized by any other USM institution. In the event another USM institution utilizes the contract(s), the Contractor will work directly with that respective institutions’ procurement office and/or facilities management office. UMB will not be involved in or with any other institution’s task order request process and/or management of any task orders.

* 1. **Background**

Information regarding the University of Maryland, Baltimore (UMB), Maryland’s public health, law, and human services university, may be found at <https://www.umaryland.edu/about-umb/umb-fast-facts/>

Information regarding the campus and the buildings where on call minor electrical services may be required may be found at <https://www.umaryland.edu/maps/>

### Overview

The University shall contract with multiple electrical firms to provide “on call” services as needed. Generally, the work to be performed will include the maintenance, repair, replacement, and installation for electrical systems throughout campus. The on-call contracts will primarily be utilized by the UMB Facilities and Operations (UMB-FO) through the issuance of task orders.

Services shall be provided by well-established electrical firms with extensive experience performing on-call minor electrical maintenance work in a higher education environment. The selected firms shall have a significant pool of employees on staff to ensure appropriate staffing of the contract, as well as the financial capability to support a large payroll.

The estimated annual dollar volume for work to be performed under the contract for the UMB campus is

$200,000. All proposers are advised that this amount is only an estimate, and all proposers further understand and agree that by providing such estimate, the University makes no guarantee that any or that

all of the estimated work will be assigned to the selected On-Call Minor Electrical firms. The University anticipates that the majority of the task orders size under this contract will range from approximately $100 to $50,000however, UMB may elect to utilize this contract for larger minor electrical maintenance projects if deemed in its best interest. Such dollar volumes are estimated only, and all Proposers understand and agree that in providing such estimates, the University makes no guarantee that any or all of the estimated work will be assigned to the selected On-Call Contractor(s)

This document provides the minimum specifications and requirements to be met by the firms that are awarded the contract. By this reference, the University expressly reserves the right to amend, modify, and reissue orders, directives, and other instructions pertaining to the responsibilities of the on-call Minor electrical firms and other terms of the contract as necessary to meet the overall objectives of the contract.

### Scope of Contract

All work under the Contract shall be assigned to a particular Contractor through a task order process. For each assigned task order, the Contractor is to furnish all labor, supervision, safety, and material necessary to comply with any applicable scope of work, specifications, and drawings provided by authorized personnel of the University. The Contractor is responsible to coordinate all work with existing conditions, schedule, and operations of the University, and to complete the work in the time required by the University and in accordance with the task order requirements.

On each task order, the Contractor shall designate a Project Manager and an on-site Field Superintendent. The Project Manager shall be the Contractor's agent for review of the project in the field and shall be the point of contact for all inquiries concerning the work. The Project Manager shall be readily available to review all phases of a project when requested by the University, including providing cell phone contact information to the University to facilitate accessibility. The Field Superintendent shall be physically present 100% on-site any time that work is being performed to manage the job and supervise all on-site personnel.

If during the term of this contract, the Contractor is awarded concurrent task orders on campus or other contracted work, unless prior written authorization is provided by UMB, the Contractor shall assign separate work crews and supervisory teams to all task orders and other projects to ensure that no job schedule is affected by inadequate manpower levels or inadequate supervision.

The Contractor shall perform task order work in the presence of University employees and other University Contractor teams, whether union or non-union. If off-site work is involved in a particular project, such as shop fabrication, the University reserves the right to inspect any off-site work at any time.

The Contractor shall be able to deliver all necessary labor and standard items of material and equipment within the time frame confirmed in the applicable Notice to Proceed for each task order. Purchase of equipment and material not usually carried in stock by local distributors shall be accomplished competitively within the shortest time possible while maintaining the job schedule. The Contractor shall maintain a local office with telephone available for receiving and making calls throughout the working day and shall have sufficient storage space locally available for materials and equipment if Contractor’s office and principal place of business is not located within 50 miles of the University.

The timeframe of work hours for the Contractor shall be 7:30 a.m., through 4:00 p.m., Monday through Friday. Unless otherwise specified by the University, work will be performed during normal hours. The work shall be carried forward during normal work hours unless the Contractor elects, on their own volition, to extend operations beyond regular hours and such extensions are approved by the University. In this situation, if overtime is needed, the associated costs are the responsibility of the Contractor.

The University observes the following major holidays under this contract: News Years Day, Martin Luther King’s Birthday, Memorial Day, Juneteenth, July 4th, Labor Day, Thanksgiving Day, American Indian Heritage Day, and Christmas Day.

NOTE: University is closed December 26, 2022, through January 2, 2023.

The University reserves the right to assign University personnel employed in various trades to perform a portion of the work under a particular project. Additionally, the University reserves the right to purchase material for a particular job. In this instance, the Contractor shall be reimbursed only for the labor cost used on the materials furnished and materials provided by the University, but not used on the job, shall be returned to the University.

The University reserves the right to inspect and test to make sure that the requirements of a task order are being fulfilled. If it is found that the required standards are not satisfactorily maintained, the University may, by written notice to the Contractor, terminate the Contractor’s right to proceed further with the work. In such event, the University may take over the work and carry it to completion, by contract or otherwise, and the Contractor shall be liable to the University for any additional cost incurred by the University to complete the work.

### Contract Term

The initial term for the contract will be three (3) years with two (2) three-year renewal options, at the University’s sole discretion. All work under the contract will be requested through a task order process for the individual projects. The University reserves the right to terminate the contract if the Contractor fails to perform satisfactorily as well as fails to respond to requests for task orders multiple times. As well, UMB reserves is under no obligation to renew the contract(s) and may elect to renew with only certain on-call contractors, if deemed in its best interest.

Pricing for the initial three-year term will be provided by the shortlisted firms who are requested to submit a price proposal. Rates shall be firm during each contract period. If any renewal terms are elected by the University, a pricing adjustment may be contemplated by the University. It is the responsibility of the Contractor to request a price increase at least ninety (90) days prior to the end of the contract term. Increases shall be provided at the University’s sole discretion. The Contractor shall provide the basis for the request and shall only be considered for the quoted hourly rates. The amount of the requested increase shall not exceed the consumer price index for “All Urban Consumers” as published by the U.S. Department of Labor Statistics. For purposes of calculating the potential increase, the Producer Price Index for the twelve- month period ending three (3) months prior to the end of the contract will be used, in accordance with the percentage change of the U.S Bureau of Labor Statistics PPI Industry, Industry Group for Electrical contractors, nonresidential building work, Series Id: PCU23821X23821X, issued for Product type: Electrical contractors, nonresidential building work. For example, if the contract term ends April 30, 2026, the price index for twelve-month period ending January 30, 2026, will be used.

**Requested increases above a 5% cap will not be considered.** As well, increases are not cumulative for prior years; for example, if a contractor does not request an increase for the first renewal year and then requests an increase for the second renewal year, the Contractor cannot include a cumulative amount which includes the first renewal year. Upon approval by the University, any such modified hourly rate will constitute the labor cost figure for the contract renewal period. The University reserves the right to terminate this Contract at any time upon giving thirty (30) days written notice.

### Scope of Electrical Work

The selected firms shall provide general maintenance, repair, replacement, and installation on an as- needed basis for the University’s electrical systems.

The On-Call Contractor(s) are to furnish all labor, material, equipment, supplies, supervision, and other resources as required necessary to comply with scope of work such as drawings and specifications to be furnished by authorized personnel of the University for work on any University owned property.

The Contractor is to coordinate all trade work with his forces and the other trade Contractors as well as any contractors separately assigned by the University.

The Contractor shall complete his work in the time required by the University and in accordance with the requirements stated within the University’s contract.

The majority of this Electrical Services contracting work will be work done in occupied buildings and, in some cases, with ongoing medical research and academic classes. The selected On-Call Contractor(s) will be required to take special care when working in such environments.

* + 1. The work under the On-Call Minor Electrical Contracts is as described, but not limited

to the following: transformers, wiring all types of machinery, conduit installation up to

4" in diameter, installation of interior and exterior lighting systems, extension of existing

circuits, new circuits, control wiring, fire alarms, install security systems, install card

readers, install modular furniture wiring electronic cabling, and telecommunications

wiring

Work is generally categorized as low voltage work.

Low Voltage (< 600 volts)

The firm shall self-perform work for low voltage, defined as 600 volts or less. Work in this category is generally comprised of the following:

* 480v, 277v, 240v, 208v, 120v electrical systems in single & three phase;
* wet & dry type transformers in all voltages, phases, & configurations;
* feeder & branch circuits;
* EMT, PVC, Rigid Metal, IMC, Flexible Metal, Seal-tight, & Wiremold conduit systems;
* lighting systems to include fluorescent, HID, incandescent, LED, and dimming control systems;
* all types of lighting fixtures installed in locations such as classroom, lecture hall, high-bay, roadway, walkway, corridor, stadium, step, recessed, surface mount, and exit lighting;
* electrical feeder panels, distribution panels, branch circuit panels, panel boards,
* motors, motor starters, motor control centers, motor control drive equipment & Variable Frequency Drives (VFD’s);
* bus-ways, bus duct, & related bus distribution equipment;
* emergency power;
* overhead feeders, temporary power, & wiring; and
* splice boxes, junction boxes, pull boxes, & hand boxes.

Contractors must have qualified and trained personnel and must be on-site at all times when assigned to a project, through rotation and/or bid. All Contractors employees must also be fully qualified and trained personnel in the process and techniques utilized to deal with minor electrical Services issues. All Contractors employees must also be fully qualified and trained personnel to use the equipment specified in this solicitation and necessary to complete the required tasks.

### Codes and Standards

All work performed shall be in compliance with all applicable codes, standards, and regulations, including the latest edition of the following codes: ANSI, ASHRAE, UMC, NSPC, NETA, and NICET. Work shall also comply with OSHA, ANSI, NETA, and NICET Safety Regulations, and Industry Standards & Practices that ensure the protection of life, property & equipment. Additionally, the University may issue additional standards for specific work, as applicable.

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### Licensing Requirements

All licenses required under this section shall be current and valid at the time that the work is performed on UMB’s campus. Contractors shall hold a State of Maryland Master Electrical License. Employees shall be licensed per MD DLLR regulations.

The Contractor shall immediately provide the University with a copy of all required licenses, qualifications, & certifications upon request.

### Task Order Process

Generally, requests for task orders will be issued to the selected Contractors through a competitive selection or rotation process. The determination for the applicable process will be at the University’s sole discretion. As well, at its sole discretion, UMB may elect to request a) a lump sum, b) a lump sum with a break out of the cost, c) time and material or time and materials not-to-exceed maximum price, d) an itemized price for the work requested, or e) to request the task order be performed on a time and material basis. Under special circumstances and only if approved by the Construction and Facilities Acquisitions Services office, UMB may award a task order on a sole source basis and/or authorize that only select On Call Contractors (i.e., not **all** On Call Contractor) be provided the scope of work for a specific task order.

Competitive Selection:

Generally, UMB will, but is not required to do so, award task orders through a competitive process between the selected firms.

In most instances where the task order project is estimated to be less than $50,000 Facilities and Operations, copying the appropriate person in the Construction and Facilities Acquisition Services Office (CFAS), will issue via email to all awarded On Call Contractors a written scope, applicable specifications and drawings, and conduct a site visit. The task order request will also state, if any, the requirements of the pricing format. Responses to questions will be provided through addenda and a deadline will be established for the submittal of Price Proposals. The Contractor shall be selected based on the task order proposal that provides the best value to the University. The details for the award shall be captured on a Task Order form executed by the Contractor and the University OR in a purchase order issued to the selected Contractor by the University.

For any task order project whose value is anticipated to exceed $50,000 CFAS will issue the task order request and facilitate/manage the entire task order procurement process.

Task Order Rotation:

For some task orders, usually and generally but not limited to, for task orders that are reasonably anticipated to be valued at less than $50,000, UMB may elect to rotate between the selected firms. In these instances, UMB-FO will receive a rotation confirmation from CFAS and then notify the applicable Contractor of the task order. FM will provide the Contractor with applicable documentation, which may include a written scope of work, time frame/schedule, specifications, and drawings. A site visit may also be conducted as needed.

As soon as possible after receiving the necessary information, the Contractor shall provide a price proposal for the task order in the manner requested by the University. Contractors must indicate their interest within 48 hours of receipt of the UMB request and schedule a site visit. If the Contractor fails to provide a price within seven (7) calendar days following the site visit, or if the price is considered unreasonable based on the University’s estimated cost, the University may elect to proceed with the next rotational contractor or conduct a competitive process.

Task Order Price Proposal Components:

Price proposals submitted for all task orders shall include the following information:

* Name of the Working Foreman to be assigned, and if applicable, the name of the Project Manager,
* time frame/schedule;
* MBE participation dollars and percentage (if any) (refer to Section 4 for further info), and,
* Price quotation as specified in the task order request. Such pricing format may include:
  + Lump Sum;
  + Lump Sum accompanied with break out for analysis and informational purposes;
  + Time and Material or Time and Material Not to Exceed with itemized breakdown of the total costs for self performed work (labor); itemized list of material and equipment with quoted mark-up percentage; and subcontractor quotes with quoted mark-up percentage;
  + Estimate time and material quote with estimated itemization provided

In addition, UMB reserves the right to request other information such as but not limited to, project plan/preliminary schedule, references of similar projects for the Project Manager and/or Working Foreman/ Field Superintendent, etc.

Staff augmentation of the UMB workforce:

From time to time, UMB may request an electrician be assigned to complete a backlog of work orders. Such requests are anticipated not to exceed two weeks of 40 hours/week. (Longer periods of time must be approved in writing by UMB’s CFAS.) During this time period, the electrician would report to work to UMB from 7:30 am to 4:00 pm Monday through Friday, unless another schedule is requested by the University, and will complete work orders assigned to him/her by the appropriate staff person at the University. The University will initially request an electrician from the On Call Contractor that provides the lowest cost for this staff position and thereafter rotate to the next highest cost, and so forth.

Material Costs

Material costs, which will be reimbursed to the Contractor, shall be based on the cost of materials to the Contractor from his usual sources of supply with all usual trade practice

discounts deducted. All cost discounts shall be deducted in determining materials costs. The Contractor shall provide equipment and material as specified by the University from sources at the least cost to the University. Competitive quotations shall be secured wherever feasible and, in all instances, when requested by the University. Contractor will be required to provide copies of invoices and proof of payment when requested by the University.

Contractor is responsible for receiving own materials, including unloading of delivery trucks, checking deliveries, transportation to the work area, University employees are not responsible for this.

### Emergency Repairs

The Electrical Contractor shall provide information for a point of contact for emergency outages; this contact shall be available 24 hours/365 days. The Contractor is expected to be able to respond to an emergency call within 2.5 hours of the initial call to assess & evaluate the conditions, and then mobilize a crew & equipment as soon as possible.

If the University suffers an electrical failure that requires an immediate response, UMB will issue a task order to the next Contractor in rotation. To the extent possible, UMB will provide a written scope of work and the Contractor will proceed with repairs on a time and material, not-to-exceed basis. If this Contractor is unable to respond to the emergency in a timely manner, UMB will proceed to the next Contractor in rotation.

### 1.11 Staffing

Under this Contract, the Contractor shall specify one (1) individual as Project Managers and three (3) individuals as on-site Field Superintendents. These individuals shall be direct employees of the Contractor. The Project Manager is the person that is the single point of contact for UMB regarding all task order requests under the Master Agreement and the person who is responsible for the overall management of the Contractor’s team assigned to the Task Order and the completion of the project. The Project Manager should be readily available to review all phases of the project when requested by the University.

For those Task Orders that UMB has requested a Project Manager, the assigned Project Manager shall be involved on a continual basis from selection through project completion. The Project Manager shall be responsible for the overall management of the Contractor’s team assigned to the Task Order and the completion of the project.

For all Task Orders, the Field Superintendent shall be 100% on-site once the project commences at any time work is being performed on-site. The Field Superintendent shall be responsible for the direct supervision of the trade contractors, daily coordination of the work on site to maintain the schedule, and on site management such as material deliveries and outages. The Field Superintendent must have a journeyman or Master Electrician License.

Any proposed Project Manager or Field Superintendent staff changes by the Contractor shall be reviewed and approved by CFSA, and incorporated into a contract amendment prior to any reassignments being made by the Contractor.

Note: Wherever “Field Superintendent” is used in the UMB General Terms and Conditions for Maintenance, these items will apply to a Working Foreman.

### Supervision of the Work

The UMB-FO Project Manager assigned to the task order shall have general supervision and direction of the work. The UMB-FO Project Manager shall issue the Notice to Proceed, which authorizes the Contractor to proceed with the task order, as well as determine the work schedule, including the start date and the completion date. The UMB-FO Project Manager shall also inspect all work for compliance with University Standards, as well as compliance with the scope of work defined in the task order.

Materials, workmanship, and finishes for new work in permanent buildings shall be similar and equal to those in the existing building, as determined by the UMB-FO Project Manager.

All Contractor communications on task orders shall only be through the designated UMB-FO Project Manager or that person’s supervisor in UMB-FO. Other than to address an immediate safety concern, other University personnel are not authorized to provide the Contractor with instructions, directions, or information regarding the work.

All change order work associated with any task order may not proceed until an additional purchase order change order has been issued by CFSA for the additional work and the applicable additional costs.

Refer to UMB’s General Terms and Conditions for Maintenance Projects for additional information related to change orders.

At the University’s sole discretion, UMB may elect to end a task order prior to completion. In this situation, the University will provide written notification to the Contractor to close-out a task order. Upon receipt of the notification, the Contractor shall stop all work and submit a payment request for all completed work. The University shall not be liable to the Contractor for any payments for work that has not been performed.

### Conditions of the Work

Waste and debris

Waste and debris shall not accumulate in the building or work area. The Contractor shall be responsible to remove debris and clean work areas on a daily basis as the work progresses and to remove all excess material, waste, and debris upon completion of the work. Woodwork painted or decorated surfaces and finished floors shall be sponged or washed as necessary to remove plastering materials and prevent damage to finished surfaces. On completion of the work, areas shall be left clean, and free from abrasive or set materials liable to cause damage. The Contractor shall patch and refinish all areas damaged to accommodate the work to match existing. The Contractor shall remove all waste materials and debris from the campus at no charge to the University. Salvageable material shall be piled separately for reuse or salvage by the University.

Adjacent Facilities and Property

Work to be performed under this Contract is likely to be in a congested area of the campus, subject to heavy vehicular traffic and limited parking. The Contractor shall take every precaution to protect others from injury and to avoid disruption of traffic while work is being performed.

Transportation of Materials and Equipment

All materials and equipment shall be transported and handled in a manner to prevent damage of any kind, including the use of proper packaging and lifting equipment. The Contractor shall supply all cranes, lifts, hoists, or other related equipment, as well as skilled personnel necessary for the proper and efficient movement of materials. Equipment shall be provided with proper guides, bracing, and safety devices as required by law and good practice. Inspections and Certifications of the operator are to be coordinated with the University’s Office of Environmental Health & Safety (EHS).

Prior to using any University elevator for transporting materials, the Contractor shall verify applicable load weights and insure proper loading of the elevator with the FM Project Manager.

Protection of Work

The Contractor shall provide all necessary protection for completed work to prevent damage. Walk off mats are required to be used at the entrances and exits of all work sites.

### Tools and Movable Equipment

The Contractor shall furnish all necessary protective equipment, tools, ladders, shop equipment, and fabricating items customary to the trade, and all other moveable equipment necessary for completing the work performed under this contract. The furnishing of tools shall include all maintenance, loss, and breakage. If a Contractor needs to rent equipment for a particular task order with a cost that will be charged to the University as part of the project, the Contractor shall receive prior approval from the FM Project Manager.

Contractor is to supply all cranes, lifts, hoists, etc., for the proper and efficient movement of all materials. All shall be provided with proper guides, bracing, safety devices, etc., as required by law and good practice.

### Temporary Water and Electrical Service

Unless otherwise specified in writing, the water, electricity, or other utilities required to complete work assigned under this Contract will be provided by the University at no extra cost to the Contractor.

No utility interruptions shall be initiated without the prior authorization of the FM Project Manager.

The FM Project Manager is the only authorized person to arrange for utility shut down. The Contractor shall not proceed with any outage without two (2) weeks prior notification unless otherwise agreed to by the University.

**1.16** **Employee Identification**

Due to the nature of routine on-call work and required security, the selected Contractors shall obtain identification for all of their employees and subcontractors that will perform work at UMB. Employee identification shall be visible at all times when physically present on campus.

### Vehicles

All vehicles and mobile equipment used by the selected firms and subcontractors shall be identified with the firm name displayed in a highly visible manner. The firm name, license numbers, telephone number, and address shall be displayed on all Contractor and subcontractor vehicles in three inch (3") high letters. This requirement extends to any personal vehicles used in the performance of work at the University. The Contractor shall apply for a University permit through UMB-FO. The On Call Contractors will be required to coordinate with UMB-FO on the loading and unloading of materials.

**1.18 Temporary Keys**

Keys shall only be issued to the Contractor with proper authorization. Contractors are issued keys with badge access in the key box located in Pearl office. Contractor would have to meet with PM to be programmed into key box. Keys shall be requested and issued only as required, i.e., master keys shall not be issued when individual keys will suffice. When a key is required, the FM Project Manager, Inspector, or other approved authorized individual shall issue an authorization form to the Contractor. This form shall be presented to the Work Control Center, who will issue the key to the person presenting the form. Keys shall be returned each day to Work Control before end of business except when specifically authorized for nighttime or weekend work. The Work Control Center closes at 4:00 p.m. Keys are not to be taken off-campus. University keys, in the possession of Contractor’s personnel, may not be loaned to others, tampered with, or duplicated.

### Invoicing requirements

Contractor shall bill in accordance with the rates and mark-up established under this contract, as well as the particular task order. Contractors shall submit a copy of the invoice to the Shop Manager and Senior Manager

of Electrical Trades.

If the task order is performed on a time and material basis, as part of the invoice documentation, Contractor shall provide applicable paid invoices for equipment rental, material, and subcontractor invoices after the work is completed. The University reserves the right to reject invoices for installed materials and equipment that have not been previously approved by the University. If rejected, the installed materials and equipment shall be removed and replaced with approved materials and equipment at no additional cost to the University. The Contractor shall be reimbursed for all payments made for subcontractors cost plus quoted percentage mark-up by the On-Call Minor Electrical Contractor.

Before any such Subcontracts are awarded, OFM shall be furnished with complete information in writing as to the fees which would be paid to the Subcontractor. The University reserves the right to review/approve the submitted subcontractors. The subcontractor shall furnish to the contractor the complete records as to labor and material cost and his fees. The Contractor shall submit such records to OFM with all requests for payment which include payment on such Subcontractors, when requested.

If the task order is performed on a lump sum basis, the invoice shall not exceed the approved lump sum amount. If work performed on a lump sum basis, the only back-up required is subcontractor invoices.

Contractor’s Labor Rates:

The Contractor’s quoted Hourly Billing Labor Rates provided in the Price Proposal phase shall include all labor costs, as well as any firm costs associated with overhead and profit, necessary to complete the work. The following components shall be included in the labor rate:

* salary cost inclusive of all associated overheard and profit including, but not limited to, accounting records; guarantees of the work; legal expenses, expenses in conducting Contractor’s business, expenses associated with the labor and equal opportunity provisions of the Contract.
* premiums for Workmen’s Compensation and Unemployment Insurance, Contractor’s share of Social Security Payment, and other such expenses based on payrolls of labor performed in connection with the work under the Contract;
* fringe benefits for health and welfare, vacations, holidays, and pensions;
* incentive pay, if any;
* travel costs to UMB; and
* welfare funds such as vacation allowance or other fringe benefits which are included in the local prevailing wage rates by written agreement between Contractors and Labor Unions.

Additionally, within these rates shall be any premiums for insurance for this Contract and all types of costs, including fuel, maintenance, loss, depreciation and breakage for tools, vehicles, and equipment as required to complete the work. The rates shall also include any costs for material owned by the Contractor.

The normal work hours for the Contractors shall be 7:30 AM through 4:00 PM, Monday – Friday. The work shall be carried forward during normal work hours unless the Contractor elects on his own violation to extend operations beyond regular hours and such extensions are approved by the University in writing. Overtime will be approved for payment only if the overtime is authorized in writing by the UMB-FO and indicated on University authorized Purchase Order. Overtime shall be shown in the proposal for change order work.

The University will not recognize any premium or incentive pay and no work shall be performed on an overtime basis or shift differential and no overtime payer shift differential shall be included as a "job cost" unless the performance of such overtime or shift differential has been authorized by the issuance of a change order amendment to the letter of acknowledgement or purchase order change order or as agreed to in the submitted not-to-exceed price by the Contractor or as required in the scope of work issued by the University on a particular project.

In the event an emergency exists which would require immediate overtime work, an authorized representative of the UMB -FO shall be verbally notified by the Contractor immediately and if permission to perform this work is granted verbally, it shall be confirmed in writing by the UMB-FO within twenty-four (24) hours of such work with a change order amendment to the purchase order to be issued within one (1) week of such work.

In the event that overtime work is required by the UMB-FO, it will be recognized as a "job cost" only if a change order amendment to the letter of acknowledgement or purchase order change order has been issued to the Contractor's not to exceed price. The overtime work shall be limited to the work and time approved in advance of its performance and paid at the recognized premium rate.

Incentive payments or premium payments made to any employees by the Contractor either as permanent employee pay, subsistence or other pay in excess of the wage shall be at the expense of the Contractor and must be included as part of the quoted Labor Rates per Paragraph A above.

### Safety

### Contractor shall adhere to all UMB safety standard and outage protocol. Contractor shall not work on energized circuits unless approved by UMB Senior Manager of Electrical Trades with proper PPE.

* 1. **Small Business Reserve Procurement**

This is a Small Business Reserve Procurement for which award is limited to certified Small Business Reserve vendors. Only businesses that meet the requirements set forth in State finance and Procurement Article, Title 21 – Subtitle 11 – Chapter 01, §§ 14-501 – 14-505. Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program herein as Schedule SBR (see Attachment B) are eligible for an award.

If you are NOT currently a registered SBR vendor or currently qualified as a SBR vendor on the eMaryland Marketplace Advantage (eMMA) website, you must login for a new SBR certification. The eMaryland

Marketplace Advantage (eMMA) website is at https://emma.maryland.gov/.

## TECHNICAL PROPOSAL SUBMITTAL

### Introduction

All proposals shall be organized in accordance with the format listed below. Proposers should describe in detail and provide evidence supporting the qualifications requested below. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non- responsive and may result in disqualification. Non-conforming and non-responsive proposals may be rejected at the discretion of the University of Maryland, Baltimore, Construction & Facilities Strategic Acquisitions.

All proposers are *required to first submit* only a Technical Proposal without a Price Proposal. The technical proposal shall be submitted via email to the email address provided in the Solicitation Schedule. File names for the documents are to include the RFP number, the name of the solicitation, and the Proposer’s name.

### Organization of Proposal

Proposals shall be organized in the following format:

Technical Proposal

Title page

Profile of Proposer

Contract Relevant Experience

Key Personnel

Approach to Responding to Request

Acknowledgement of Addenda form

Licenses and certifications

Bid/Proposal Affidavit

Failure to include all the documents may render the proposal non-responsive and the offer may be rejected.

### Title Page

The title page shall be on company letterhead and include the name and address of the firm submitting the proposal, a contact person at the firm for the proposal, including complete telephone number with extensions and email contact information. The page shall also include the RFP title and number, as well as the date of submission. The title page shall be signed by an individual who is authorized to bind the Proposing firm to all statements, including services, and financials, contained in the Proposal.

### Company Profile

Provide a brief but informative history of the firm inclusive of *how* the firm was established and *how* the firm has developed/evolved over the years. Indicate the type of work performed, the client base, and the year in which the firm commenced services and on what types of project/contracts initially. The Proposer must demonstrate at least five (5) years in the business of doing preventive maintenance, repairs, and service on electrical systems. Provide the number of employees inclusive of a breakdown among office and field and supervisory and non-supervisory, and any other pertinent information about the firm. This section shall be limited to two pages with a font size no smaller than 11.

Annual Sales

Provide the firm’s annual sales volume on a per year basis for the last four (4) years (2019, 2020, 2021, and 2022) and indicate the number of projects and what percentage of such work is Electrical Maintenance. This information is to be provided for the responsible branch office only, not the parent organization, if applicable.

Contractor License

Proposers must be licensed as required by the Construction Firm Law of Maryland (Title 17, Subtitle 6, of the Business Regulation Article of the Annotated Code of Maryland) and shall provide a copy of the firm’s contractor license with their proposal.

### Firm Experience and Reference

Proposers are to submit information on a total of three (3) similar or relevant on call, IDIQ, or, ongoing contracts with multiple projects for the same client. For each contract, the **Proposer is to complete the Contractor Experience Form provided in this RFP**. On this form, indicate the categories of work that were self-performed by the Proposer. Contract experience should clearly demonstrate a firm’s experience with on-call maintenance services of similar complexity to the types of services under this contract. The experience submitted under this category is to be similar in size, function, setting (higher education, laboratory/health care facility, and occupied project setting) and complexity to the type of on- call relationship to be formed under this contract. A greater degree of consideration will be provided to demonstrated experience with the majority of these factors applicable. Higher consideration will also be provided if proposed key people were involved in the submitted experience, particularly in the proposed role.

Firm References

Provide a reference contact for each of the three (3) contracts, including contact name, address, telephone number (including voice mail prompts and/or extension), and email address for each reference. References are to be from different contracts; that is, only one reference per on-call contract is allowed and the reference must be someone from the contract owner’s organization. One (2) of the three (3) references must be from outside the University. Please be sure that accurate information is provided and that the contact person can speak to your firm's capability in performing the services required. References will be held in the strictest of confidence.

The University reserves the right to verify all information provided if it so chooses, as well as to check any other sources available or to use itself as a reference if not provided by the Proposer.

Such references are to be from different contracts/projects; that is, only one reference per contract/project is allowed as well, only one (1) reference may be within the University of Maryland, Baltimore.

UMB reserves the right to check references of Proposers at any point during the procurement process, however, it is the intention to do so of only the short-listed proposers; however, all proposers responding must furnish this information within their Technical Proposals.

### Key Personnel and Reference

These key personnel must be current direct employees of the Proposing Firm and shall have at least five

1. years of experience working on electrical maintenance projects. Proposer is to complete the Key Personnel Form provided in this RFP for the following key personnel:

a) One (1) individual designated as Project Managers and,

b) Three (3) individuals designated as Field Superintendents, to be assigned to the Contract if selected.

By submitting the names for consideration under this Key Personnel Section, the Proposer is committing these people (Project Managers & Field Superintendents/Working Foremen) to UMB for this contract’s duration. No personnel changes will be permitted without written authorization from the University via a contract amendment issued by UMB's CFSA Office.

By completing the form for each individual, the Proposer will provide their educational background; work experience with the proposing firm inclusive of duration, by dates, of employment and positions held; and work experience with Prior Employers, durations, by dates, of employment and positions held. Include applicable information as to licenses and apprenticeships as relevant to demonstrate experience and background for the position.

Also provide specific projects that demonstrates experience with on-call minor electrical maintenance contracts, which are similar to the work to be performed under this Contract. A minimum of three (3) projects performed under on call contracts shall be listed for each person. Provide details regarding the on-call contract, to include contract length and the general nature of maintenance to be performed.

Additionally, a concise, detailed description of the project shall be included, if not provided elsewhere in the technical proposal, inclusive of type of repair, maintenance, or replacement work performed (i.e., transformers, wiring all types of machinery, conduit installation up to 4” in diameter, installation of interior and exterior lighting systems, extension of existing circuits, new circuits, control wring, fire alarms, install security systems, install card reader, install modular furniture wiring electronic cabling, an telecommunication wiring, etc.), dollar value of project, and job schedule. Provide the role this person played in each selected project, with higher consideration to be given if the role is the same as to be assigned on the UMB contract. It is preferred that the projects listed are some of the projects provided under contracts listed under the firm experience.

Evaluation of each person’s background and experience will be based on similarity to UMB’s contract. Higher consideration will be given if the Field Superintendent have experience in occupied settings and with higher education institutions.

Key Personnel References

For each of the specific projects, provide a project reference for each of the proposed key people inclusive of contact person, phone number inclusive of voice mail prompts and/or extensions, and email address. These references are to be project references from projects performed under on call contracts listed under the individual’s project experience, not employment references, as the University is interested in speaking to a Project Owner regarding the person's performance on the project.

Proposers must ensure that the information is accurate and complete, and that the reference named can speak to the individual's performance in the role to be assigned on this contract.

Such references are to be from different contracts/projects; that is, only one reference per contract/project is allowed as well, only one (1) reference may be within the University of Maryland, Baltimore.

The University reserves the right to check other sources available, including itself, if not provided as a reference by the Contractor. References will be held in strictest confidence by the University.

UMB reserves the right to check references of the Key Personnel at any point during the procurement process, however, it is UMB’s intention to check references of only the short-listed proposers. All proposers responding must furnish this information within their Technical Proposal.

### Approach to Responding to Requests for On Call Electrical Task Orders:

Proposers are to provide a narrative that describes ***how*** the Proposer intends to approach the task order process. How does the Proposer plan to respond to task order requests from UMB, both on a competitive basis and a rotation basis? How quickly can the firm respond to such requests as well as staff the task order if awarded it?

### Acknowledgement of Receipt of Addenda Form

### If any addenda to the solicitation documents are issued prior to the due date and time for Technical Proposal, this form (found in Attachment A) is to be completed, signed, and included in the Proposing Contractor’s Technical Proposal.

### Licenses

Include copies of all applicable licenses and certifications for the Firm and Key Personnel.

### 2.10 Bid/Proposal Affidavit

The Bid/Proposal Affidavit included in this RFP document must be executed by each responding proposer and submitted with the proposer's technical proposal.

## EVALUATION PROCESS

### Evaluation Overview

Proposals must meet the requirements as stated in this document. Proposals that fail to meet one or more of the criteria may be ineligible for award. The University may make any investigations deemed necessary to determine the ability of the firm to provide the work as specified herein.

The solicitation evaluation involves an iterative evaluation process through a number of different phases by an evaluation committee. The initial technical evaluation encompasses the review of the written technical proposal. The second technical evaluation incorporates information from the Interview Session (if held) and references for both the firm and the key personnel. The last phase is the review of the price proposal. All firms will be notified if they do not meet the requirements or are not shortlisted for a particular phase. The final proposal rating will be based on the second phase technical evaluation and the price proposal evaluation. Technical merit will have a much greater weight than cost.

The University will choose from among the highest rated proposals those proposals which will best serve the interests of the University and the State, in accordance with University procurement policies. The University reserves the right to negotiate or modify any element of the request for proposal evaluation process to secure the best possible arrangement for achieving the stated purpose. The University reserves the right to make an award with or without negotiations. The final decision will not be based upon price alone.

### Initial Technical Evaluation - Technical Proposals

An Initial Technical Evaluation of the Technical Proposals will be conducted by a University Selection and Evaluation Committee.

The Committee shall conduct its evaluation of the technical merit of the proposals in accordance with the evaluation criteria In general, proposals submitted in response to this RFP must demonstrate that the firms and, in particular, the project team will have:

* + 1. Experience that clearly demonstrates the proposer’s knowledge of, and ability to, successfully perform work similar to that contemplated by these specifications. Higher consideration will be given for experience involving projects most similar to the University’s projects proposed by this RFP, in terms of size; scope; occupied setting, and complexity; ability to deliver projects on time; and ability to deliver projects within cost established at award.
    2. Higher consideration will be given to proposers whose company profile and sales volume illustrate that the proposer has the resources available to successfully respond to and complete the University’s on call minor electrical projects promptly, safely, and efficiently.

Proposals are evaluated to determine which proposal(s) is(are) most advantageous to the University. The process involves applying the evaluation criteria in the RFP. Based on the results of the initial

technical evaluation, the University will develop a short list of firms that are deemed most qualified to perform the services required under this Contract who will advance in the procurement.

Upon completion of the evaluation of the written technical proposal, the University will advise all Proposers whether or not their firm’s proposal has been shortlisted. Those proposers not deemed susceptible of the award and not shortlisted will be advised and will not progress further in the procurement.

### Interview Sessions (OPTIONAL)

UMB reserves the right to then schedule an interview session with each shortlisted Proposer. If held, **only** those Proposers who are shortlisted as a result of the initial technical evaluation may be requested to attend an Interview Session at the University. The date and time for these sessions will be set upon completion of the initial technical evaluation. If interviews are held, each firm will be required to have the President/Owner or other individual with the Executive role for the contract and the Account Manager/Coordinator assigned to the contract attend the interview. It is also preferable that one or more of the proposed Project Manager(s) and Working Foremen, attend. At the time these sessions are scheduled, the University will confirm in writing with each Proposer the specifics of these sessions, including the date and time. These sessions will be approximately one-hour in duration.

The Interview Session is an opportunity for the proposing firm to convey their background and expertise as it applies to this contract; and to address their understanding of the structure of services required for this contract. The Interview Session also allows the University to meet the Proposer’s key personnel, discuss selected categories of the Proposer’s Technical Proposal, and clarify the scope of services for the contract.

* 1. **Second Technical Evaluation** A Second Phase Technical Evaluation will be conducted. In the Second Phase Technical Evaluation, all information provided by the Proposer in the initial technical proposal, references for the firm and the proposed Key Personnel, and, if held, the Interview session will be evaluated. A second shortlist may result from this evaluation.

Upon completion of the second phase technical evaluation, proposers will be notified as to the results; that is, whether their firm is included or not on the second shortlist. Further information may be requested by the University during the technical evaluation process and a Best & Final Technical phase may be conducted. (Note: The University reserves the right to conduct the Second Technical Evaluation concurrently with the Price Proposal phase.)

### 3.4 Price Proposal

Only Proposers who remain shortlisted based on the second phase technical evaluation will be requested via written addendum to submit a Price Proposal. It is anticipated that a site visit will be conducted with the shortlisted firms prior to the due date for Price Proposals so that these firms may familiarize

themselves with the UMB campus and potential on call minor electrical projects, however, the University reserves the right proceed without such a site visit. The form for the Price Proposal will be provided via written addendum requesting the submittal of Price Proposals. The price proposal shall be submitted via email to the email address provided in the Solicitation Schedule. File names for the documents are to include the RFP number, the name of the solicitation, and the Proposer’s name.

The Price Proposal Form shall be filled out completely inclusive of the attachments. Please note, that no changes, alterations or additions to the Price Proposal Form are permitted. Price Proposals will not be opened publicly. The Price Proposal, if submitted by an individual, shall be signed by the individual; if submitted by a partnership or joint venture, shall be signed by such member or members of the partnership or joint venture as have authority to bind the partnership or joint venture; if submitted by a corporation, shall be signed by an officer, and witnessed. If the Form is not signed by an officer, a copy of the portion of the by-laws or board resolution, duly certified by the corporate secretary, must be attached that shows the authority of the person that signed on behalf of the corporation.

The University may elect to request Best & Final Price Proposals.

## GENERAL INFORMATION

### Due Date and Time

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

Price Proposals will only be requested from those proposers who are shortlisted following the second phase technical evaluation. The due date for Price Proposals will be finalized upon completion of the technical evaluation; however, the University anticipates the price proposal due date to be as provided in the Solicitation Schedule**.**

Proposers shall allow sufficient time in submitting responses to the RFP to ensure timely receipt by the Issuing Office via the email site. Proposals or unsolicited amendments to proposals arriving after the due date and time may not be considered.

### 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 may not be considered. Delivery of the proposal to the specified location at the prescribed time and date is the sole responsibility of the proposer.

### Multiple/Alternative Proposals

Proposers may not submit more than one (1) proposal, nor may proposers submit an alternate to this RFP.

### Modifications and Withdrawals of Proposals

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

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

Withdrawal or modifications to proposes received by the University after the time proposals are due may not be accepted.

### Pre-Proposal Conference

A Pre-Proposal Conference will be held at the date, time, and location indicated on the Solicitation Schedule. Attendance is not mandatory, but it is strongly recommended as clarifications may be provided. As this on-call contract is not associated with any pending projects, a site visit will not be conducted as part of the Pre-Proposal Conference.

### Issuing Office

The Issuing Office shall be the **sole** point of contact with the University for purposes of the preparation and submittal of the RFP proposal. The Issuing Office is:

University of Maryland, Baltimore Construction and Facilities Acquisition Services 220 Arch Street, Room 02-100

Baltimore, Maryland 21201

All questions on this procurement are to be directed via email to the following individuals:

Joseph Lee: [joseph.lee@umaryland.edu](mailto:joseph.lee@umaryland.edu)

### 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 RFP 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 RFP documents by the University. Requests shall include the RFP 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.

### 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.

### Right to Reject Proposals and Waive Irregularities

The University reserves the right to reject either all proposals after the opening of the proposals 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.

### Cancellation of the RFP

The University may cancel this RFP, in whole or in part, at any time before the awarding of the solicitation.

### Proposal Acceptance

The University reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP; 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.

### Confidential/Proprietary Information

Proposers should give specific attention to the identification of those portions of their proposals 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 enough to preface the entire proposal with a proprietary statement.

### 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.

### 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.

### Incurred Expenses

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

### 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 proposal was unsuccessful. The debriefing shall be limited to discussion of the unsuccessful proposer’s proposal only and shall not include a discussion of a competing proposer's proposal. Debriefings shall be conducted at the earliest feasible time. A summarization of the procurement officer's rationale for the selection may be given.

### 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.

### 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.

### 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/GA](http://comptroller.marylandtaxes.gov/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf) [DX10Form20150615.pdf](http://comptroller.marylandtaxes.gov/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf)

### Minority Business Enterprise Notice

There is no Minority Business Enterprise (MBE) goal or any associated sub-goals for the on-call master contract(s) resulting from the solicitation. However, MBE subcontractor participation goals and sub-goals shall be established in accordance with State of Maryland guidelines for maintenance projects, as applicable, on task orders estimated to be greater than $200,000. Firms shall be required to complete the MBE forms that are issued with a task order.

Notwithstanding the above, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications on all task orders.

### Insurance Requirements

The selected Contractor shall defend, indemnify, and save harmless the State of Maryland, the University System of Maryland, the University of Maryland, Baltimore County, and each of their officers, employees, and agents, from any and all claims, liability, losses and causes of actions

which may arise out of the performance by the Contractor, employees or agents, of the services covered by the contract.

The selected Contractor shall secure, pay the premiums for, and keep in force until the expiration of the term of the contract, including renewals, adequate insurance as provided in UMB’s General Terms and Conditions for Maintenance.

ATTACHMENT A

TECHNICAL PROPOSAL FORMS

Key Personnel Form

Contract Experience Form

Statement of Approach

Acknowledgement of Receipt of Addenda Form

Bid Proposal Affidavit

KEY PERSONNEL FORM

NAME OF KEY PERSONNEL:

PROPOSED TO BE: \_\_\_\_Project Manager (1 are to be provided)

\_\_\_\_\_\_Field Superintendent (3 are to be provided)

EDUCATIONAL BACKGROUND (Provide name of institutions; diplomas/degrees earned; year achieved)

LICENSES HELD:

CERTIFICATIONS HELD:

EMPLOYMENT/WORK HISTORY WITH PROPOSING FIRM: (Provide work experience with proposing firm inclusive of duration by dates of employment and positions held)

EMPLOYMENT/WORK EXPERIENCE WITH PRIOR EMPLOYERS: (Provide durations by dates of employment and positions held with prior applicable employers)

PROJECT EXPERIENCE: (Must demonstrate experience with on-call electrical maintenance contracts which are similar to the work to be performed under this Contract. **A minimum of three (3) projects performed under on call contracts shall be listed for each person. The chart on the last page of this form is to be completed for each project provided.**

PROJECT EXPERIENCE #1:

* Project Name, Project Location, Client Contact information (name, title, email address, and phone number inclusive of extensions and voice mail prompts):
* Provide details regarding the on-call contract, to include contract length and the general nature of the maintenance to be performed.
* Provide detailed, but concise description of the project inclusive of type of repair, maintenance or replacement work performed) **Complete chart on last page of this form for this project #1.**
* Dollar Value of the Contract:
* Schedule of the Job/Project:
* Role person played on the Project:

PROJECT EXPERIENCE #2:

* Project Name, Project Location, Client Contact information (name, title, email address, and phone number inclusive of extensions and voice mail prompts):
* Provide details regarding the on-call contract, to include contract length and the general nature of the maintenance to be performed.
* Provide detailed, but concise description of the project inclusive of type of repair, maintenance or replacement work performed) **Complete chart on last page of this form for this project #2.**
* Dollar Value of the Contract:
* Schedule of the Job/Project:
* Role person played on the Project:
* Provide details regarding the on-call contract, to include contract length and the general nature of the maintenance to be performed.

PROJECT EXPERIENCE #3:

* Project Name, Project Location, Client Contact information (name, title, email address, and phone number inclusive of extensions and voice mail prompts):
* Provide details regarding the on-call contract, to include contract length and the general nature of the maintenance to be performed.
* Provide detailed, but concise description of the project inclusive of type of repair, maintenance or replacement work performed) Complete **chart on last page of this form for this project #3.**
* Dollar Value of the Contract:
* Schedule of the Job/Project:
* Role person played on the Project:
* Provide details regarding the on-call contract, to include contract length and the general nature of the maintenance to be performed.

ADDITIONAL INFORMATION REGARDING THIS PERSON’S BACKGROUND AND EXPERIENCE MAY BE PROVIDED AS AN ATTACHMENT TO THIS FORM.

Indicate each category of work by the Key Personnel project(s) on the contract by inserting an “x” in the applicable space. Work that was self-performed should be indicated in **bold.**

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Description of Work** | **Repair** | **Maintenance** | **Replacement** | **Installation** |
| *Low voltage (<600 volts)* |  |  |  |  |
| 120v, 208v, 240v, 277v, 480v electrical systems in single and three phase |  |  |  |  |
| Transformers (wet and dry) |  |  |  |  |
| Feeder and branch circuits |  |  |  |  |
| EMT, PVC, Rigid Metal, IMC, Flexible Metal, Seal-tight, and Wiremold conduit systems |  |  |  |  |
| Fluorescent, HID, incandescent, LED, and dimming lighting systems |  |  |  |  |
| Lighting Fixtures in classroom, lecture hall, high-bay, roadway, walkway, corridor, stadium, step, recessed, surface mount, exit lighting fixtures |  |  |  |  |
| Feeder panels, distribution panels, branch circuit panels, switch boards and switchgear |  |  |  |  |
| Motors, motor starters, motor control centers, motor control drive equipment |  |  |  |  |
| Automatic Transfer Switches, Emergency Generators, UPS |  |  |  |  |
| Overhead feeders, temporary power, and wiring |  |  |  |  |
| Splice boxes, pull boxes, and hand boxes |  |  |  |  |

Contract Experience Form

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

Dates for the On-Call Contract: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On-Call Contract Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner Contact Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner Contact Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner Contact Telephone number (including extension): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Contract Value: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Range of Project Value: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Proposer personnel that performed projects on Contract: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Description of contract:

Indicate each category of work by the Proposing Firm on the contract by inserting an “x” in the applicable space. Work that was self-performed should be indicated in **bold.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Description of Work** | **Repair** | **Maintenance** | **Replacement** | **Installation** |
| *Low voltage (<600 volts)* |  |  |  |  |
| 120v, 208v, 240v, 277v, 480v electrical systems in single and three phase |  |  |  |  |
| Transformers (wet and dry) |  |  |  |  |
| Feeder and branch circuits |  |  |  |  |
| EMT, PVC, Rigid Metal, IMC, Flexible Metal, Seal-tight, and Wiremold conduit systems |  |  |  |  |
| Fluorescent, HID, incandescent, LED, and dimming lighting systems |  |  |  |  |
| Lighting Fixtures in classroom, lecture hall, high-bay, roadway, walkway, corridor, stadium, step, recessed, surface mount, exit lighting fixtures |  |  |  |  |
| Feeder panels, distribution panels, branch circuit panels, switch boards and switchgear |  |  |  |  |
| Motors, motor starters, motor control centers, motor control drive equipment |  |  |  |  |
| Automatic Transfer Switches, Emergency Generators, UPS |  |  |  |  |
| Overhead feeders, temporary power, and wiring |  |  |  |  |
| Splice boxes, pull boxes, and hand boxes |  |  |  |  |

**APPROACH TO RESPONDING TO REQUEST**

**RFP 91066 JL**

In response to the Solicitation, Proposers are to provide a detailed description of approach and methodology to be used to accomplish the “Scope of Work” as specified in this RFP. The information to be provided under this category is to include, but not limited to the following:

1. Describes ***how*** the Proposer intends to approach the task order process. How does the Proposer plan to respond to task order requests from UMB, both on a competitive basis and a rotation basis? How quickly can the firm respond to such requests as well as staff the task order if awarded it?

**RFP NO.**: 91066JL

**RFP FOR**: ON CALL MINOR ELECTRICAL SERVICES

**TECHNICAL PROPOSAL DUE DATE**: Friday, January 20, 2023, on or before 2:00 p.m.

**NAME OF PROPOSER**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned, hereby acknowledges the receipt of the following addenda:

Addendum No. dated

Addendum No. dated

Addendum No. dated

Addendum No. dated

Addendum No. dated

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BID/PROPOSAL AFFIDAVIT**

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 names of persons involved, and their current positions and responsibilities with the business):

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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):

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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 names of the persons 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).

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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):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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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 Department of Labor, Licensing, and Regulation, 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)

FEIN Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# 

**ATTACHMENT B**

SCHEDULE SBR

SCHEDULE SBR

**NOTICE TO BIDDERS/OFFERORS**

**SMALL BUSINESS RESERVE PROCUREMENT**

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

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

* It is independently owned and operated;
* It is not a subsidiary of another business;
* It is not dominant in its field of operation.

AND

* Its wholesaleoperations did not employ more than 50 persons.
* Its retailoperations did not employ more than 25 persons.
* Its manufacturingoperations did not employ more than 100 persons.
* Its serviceoperations did not employ more than 100 persons.
* Its **construction** operations did not employ more than 50 persons.
* The architectural and engineering services of the business did not employment more than 100 persons.

OR

* The gross sales of the wholesale operations of the business did not exceed an average of $4,000,000 in its most recently completed three fiscal years.
* The gross sales of the retail operations of the business did not exceed an average of $3,000,000 in its most recently completed three fiscal years.
* The gross sales of the manufacturing operations of the business did not exceed an average of $2,000,000 in its most recently completed three fiscal years.
* The gross sales of the service operations of the business did not exceed an average of $10,000,000 in its most recently completed three fiscal years.
* The gross sales of the construction operations of the business did not exceed an average of $7,000,000 in its most recently completed three fiscal years. The gross sales of the architectural and engineering services of the business did not exceed an average of $4,500,000 in its most recently completed 3 fiscal years.

\*If a business has not existed for three years, the employment and gross sales average(s) is the average for each year or part of a year during which the business has been in existence.

Further information on the certification process is available at *eMarylandMarketplaceAdvantage* https://emma.maryland.gov.

# 

# **ATTACHMENT C**

GENERAL TERMS AND CONDITIONS FOR MAINTENANCE

DATED DECEMBER 2020

ISSUED AS SEPARATE DOCUMENT