



UNIVERSITY *of* MARYLAND BALTIMORE

REQUEST FOR PROPOSAL FOR ON-CALL ELECTRICAL SERVICES

RFP NUMBER: 91099 WG
ISSUED: December 6, 2023

Procurement/Issuing Office:

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Project Management:

UMB Office of Facilities and Operations
University of Maryland, Baltimore (UMB)

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, at least 48 hours in advance.

NOTE: All Addenda to this procurement will be posted on the UMB Strategic Sourcing and Acquisition Services – eBid Board website at <https://www.umaryland.edu/procurement/ebid-board/>

**REQUEST FOR PROPOSAL
FOR
ON-CALL ELECTRICAL SERVICE
AT
UNIVERSITY OF MARYLAND, BALTIMORE**

RFP 91099 WG

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Attachment A - Technical Proposal Forms:

The following forms are to be submitted by each Proposer as indicated in the RFP documents herein:

- Key Personnel Form
- Firm Experience Form
- Statement of Approach
- Company Profile including Annual Sales Volume/Number of Projects Form
- Current Workload Form
- Bid/Proposal Affidavit
- Acknowledgement of Receipt of Addenda Form (if applicable)

UNIVERSITY OF MARYLAND, BALTIMORE

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SOLICITATION SCHEDULE

Issue Date Wednesday, December 6, 2023

Pre-Proposal Conference Date Thursday, January 4, 2024, at 9:00 A.M.

Pre-Proposal Conference Location University of Maryland Baltimore
Construction & Facilities Strategic Acquisitions
The Saratoga Building
220 Arch Street, 13th Floor, Rm. 02-101
Office Level 02
Baltimore, MD 21201

Deadline for questions for Technical Proposal Thursday, January 11, 2024, by 4:00 pm

Technical Proposal Due Date **Tuesday, January 30, 2024, on or before 5:00 pm**

Submit Initial Technical Proposal: Proc-oncallbids@umaryland.edu
File to be labeled “TechProposal RFP 91099 WG–
On Call Electrical Svc – Your Company Name”

Interview Sessions for Shortlisted Firms **These are optional and may be held at UMB’s sole discretion. Anticipated dates: Wednesday, February 21, 2024 and if needed Thursday, February 22, 2024**

Anticipated Site Visit to UMB Campus The week of February 26 - 29, 2024

Deadline for Questions regarding Price Proposal Phase Wednesday, March 6, 2024, by 4:00 pm

Price Proposal Due Date
(only shortlisted Proposers
will be invited to submit a
Price Proposal)

Wednesday, March 13, 2024, on or before 5:00 pm

Anticipated Contract Award

Anticipated by April 1, 2024

END OF SOLICITATION SCHEDULE

SECTION 00100

SCOPE OF SERVICES

1.1 Introduction

The University of Maryland, Baltimore is requesting proposals from firms to provide On-Call Electrical Services. The services will primarily involve electrical renewal systems projects and 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.

The objective of this RFP is to select a qualified Electrical Contractor who will also act as the General Contractor.

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.

1.2 Background

The University of Maryland, Baltimore (UMB) is a public university that is a part of the University System of Maryland, a public corporation and an instrumentally of the State of Maryland. The 72-acre research and technology complex encompasses 69 buildings located in West Baltimore; a city that has become a model for urban rebirth and vitality. The UMB complex has over 7,400 faculty members and staff and over 6,700 students enrolled in six nationally ranked professional schools School of Dentistry, School of Law, School of Medicine, School of Nursing, School of Pharmacy, School of Social Work and an interdisciplinary Graduate School.

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 electrical services may be required may be found at <https://www.umaryland.edu/maps/>

1.3 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 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 3 to 8 mil. 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 Electrical firms. The University anticipates that the majority of the task orders size under this contract will range from approximately \$100 to \$200,000 or greater however, UMB may elect to utilize this contract for larger 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 electrical firms and other terms of the contract as necessary to meet the overall objectives of the contract.

1.4 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 6:00 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: New Years Day, Martin Luther King's Birthday, Memorial Day, Juneteenth, July 4th, Labor Day, Thanksgiving Day, American Indian Heritage Day, and Christmas Day.

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.

1.5 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.

1.6 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.

- 1.6.1 The work under the On-Call Electrical Contracts is as described, but not limited to the following: transformers, wiring all types of machinery, conduit installation up to 5" in diameter, installation of interior and exterior lighting systems, extension of existing circuits, new circuits, control wiring, and fire alarms.

Work is generally categorized as medium voltage/low voltage work.

Medium voltage (13.2kV) and low voltage (< 600 volts)

The firm shall self-perform work for medium voltage to 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;
- Medium voltage circuit breaker installation;
- Medium voltage cable installation, termination and splicing;
- Protective relay installation and switchgear/switchboard testing;
- Medium voltage and low voltage equipment installation;
- 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, Generator and ATS repair and installation;
- 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 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.

1.7 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.

The University may issue additional standards for specific work, as applicable.

1.8 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.

1.9 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 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 greater than \$200,000 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 all task order project CFAS will issue the task order request and facilitate/manage the entire task order procurement process.

Task Order Rotation:

For task orders, usually and generally but not limited to, task orders that are reasonably anticipated to be valued up to \$200,000, 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. FO 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 CFSA.) 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.

1.10 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.

1.12 Supervision of the Work

The UMB-FO Personnel assigned to the task order shall have general supervision and direction of the work. The UMB-FO Personnel 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 Personnel 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 Personnel.

All Contractor communications on task orders shall only be through the designated UMB-FO Personnel 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.

1.13 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.

1.14 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.

1.15 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. Provide means for temporary power to maintain continuity of electrical service to the building.

No utility interruptions shall be initiated without the prior authorization of the UMB FO Personnel. The UMB FO Personnel 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.

1.17 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 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 identified UMB-FO Personnel for each task order.

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 Electrical Contractor.

Before any such Subcontracts are awarded, UMB 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 identified UMB-FO Personnel for each task order or authorized UMB Personnel 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 overhead 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 6:00 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. All outages work to be performed during off-hours and must be coordinated with the University. Contractor shall schedule an on-site meetings with the University with site logistic plans for planned outages.

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.

1.19 Safety

Contractor shall adhere to all UMB safety standard and outage protocol. Contractor shall not work on energized circuits unless approved by UMB authorized Personnel with proper PPE.

All work must be done de-energized with an approved outage. Any Hot Work requires a Hot Work Permit, approved by UMB.

1.20 Small Business Reserve Procurement

NOT APPLICABLE

1.21 Procurement Process

This is a phased procurement. For detailed information on the Procurement Phases including the preparation and submittal of proposals see Section 00200 "Technical Proposal Submittal."

END OF SECTION 00100

SECTION 00200

TECHNICAL PROPOSAL SUBMITTAL

2.1 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.

2.2 Organization of Proposal

Proposals shall be organized in the following format:

Technical Proposal:

- Title Page
- Profile of Proposer/Company Profile including Annual Sales Volume/Number of Projects Form, Current Workload, and Contractor License
- Firm Experience on Similar or Relevant Projects and References
- Key Personnel Form and References
- Approach
- 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.

2.1 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.

2.2 Profile of Proposer/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, installation 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 (2020, 2021, 2022, and 2023) 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.

Current Workload

Complete the Current Workload form (Form found in Attachment A of the forms package). Provide list of current projects on which the firm is committed, with the dollar volume and time frame and proposed Project Manager and Field Superintendent. Describe the firm's ability to accomplish the proposed services on this project within specified time frames (this is in addition to the information required in other paragraphs).

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.

2.3 Firm Experience on Similar or Relevant Projects and References

- (a) 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 must have experience with the following work: Medium voltage new installation, service of medium voltage equipment's, cable installation, cable splicing, switchgear testing, switchgear controls, substation/switchgear replacement, emergency generator and automatic transfer switch

new installation and service and repair.

(b) To be considered as experience, project must meet criteria as follows:

- 1) 1 of 3 should include 15 kV switchgear;
- 2) 1 of 3 should include phased installation/ replacement of 480 V electrical service equipment in an existing operational building.
- 3) 2 of 3 must be in an occupied setting with higher consideration if this is the case for all three projects.
- 4) 1 of 3 must be set in Academic Healthcare / Higher Education setting, with greater consideration given if more than one.

(c) Project Completion:

- (1) One project must be complete and occupied for at least six (6) months with higher consideration if this is the case for the others;
- 2) One (1) project can be substantially complete (available for use for its intended purpose) with completed projects preferred; and
- 3) One (1) project may be in construction, but must be at least fifty (50%) percent complete with completed projects preferred.

(d) Higher consideration will be given for projects at least 1.5 million dollars (\$1,500,000.00) with a highest consideration given for projects with a value of 5 million (\$5,000,000.00) or greater.

(e) As indicated on the form, provide the following information for each similar or relevant project:

- 1) A concise but detailed description of the project (s) (including project type, setting and schedule);
- 2) Similarities of the reference project(s) to this project;
- 3) Customer/Project Owner's name, address, contact name and current email address and telephone number **including voice mail prompts or extension numbers if applicable** (Note: All references provided may be contacted by the University);
- 4) Proposer's project manager, and field superintendent, for the reference project, or any other key personnel;
- 5) Contract method used (CM, GC, DB, Trade Contractor/Subcontractor, Other);

- 6) The start date, the original completion date at time of award, and the actual completion date of the project.
- 7) The proposal price, final project cost, and percentage increase (or decrease) for the construction contract.

(f) Firm References

- 1) **As part of the second phase technical evaluation process of shortlisted forms**, the University intends to contact one or more of the Customer/Project Owner references (both for the firm and the key personnel) using the information provided by the proposer (above) for the purpose of establishing experience. It is preferable that an Owner/Client be given as a reference, but for those Firm Experiences where the Proposer was a trade contractor/sub-contractor, it is acceptable to provide the General Contractor as the reference contact. Proposers should verify the accuracy of the reference contact information before submitting their Technical Proposal. The University will hold all references data in strict confidence.
- 2) 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 (1) 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.
- 3) 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.

- 4) 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.

2.4 Key Personnel and Reference

These key personnel must be current direct employees of the Proposing Firm and shall have at least five (5) 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 Manager 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 Manager & 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 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 5" in diameter, installation of interior and exterior lighting systems, extension of existing circuits, new circuits, medium voltage cabling, 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.

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

- (a) 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?

- (b) Provide detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" Section.

2.6 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.

2.7 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.

END OF SECTION 00200

SECTION 00300

EVALUATION PROCESS

3.1 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.

3.2 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:

- a. 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.
- b. 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 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.

3.3 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.

3.4 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 electrical projects, however, the University reserves the right to 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.

END OF SECTION 00300

Attachment A
Technical Proposal Forms

The forms required to be submitted in the Technical Proposal are provided as a separate WORD file.

**ATTACHMENT B
PRICE PROPOSAL FORMS**

The Price Proposal form will be issued to the final shortlisted Proposers.

Bid Bond Form

MBE Participation Schedule– Attachment H-1 Part 3 and Part 4

ATTACHMENT C CONTRACT FORMS

1. University Contract
2. Performance Bond
3. Payment Bond
4. Contract Affidavit

STANDARD FORM OF MAINTENANCE CONTRACT
CONTRACT # C _____

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

WITNESSETH:

1. The University has issued a procurement solicitation in connection with a certain project known as _____ at _____.
2. The Contractor has responded to that solicitation and has been awarded the contract to perform work in connection with that project.

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

1. The Contract consists of the following documents:
RFP # _____ Document dated / / ;
RFP # _____ Addendum #1 dated _____'s Technical Proposal dated / / ; and,
_____ 's Bid Price or Price Proposal dated / / .

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

2. The Contractor shall completely perform its obligations under the Contract in a timely manner.
3. The Contractor shall diligently prosecute the Work from and after the issuance of the Notice to Proceed and shall substantially complete the work not later than ____ () months for the completion of the project.
4. Total monetary compensation to the Contractor under the Contract is \$ _____.

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

University of Maryland, Baltimore
Contractor

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

PERFORMANCE BOND – October 2020

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

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

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

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

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

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

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

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

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

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

In Presence of: _____ Individual Principal
 Witness: _____
 _____ as to _____ (SEAL)

In Presence of: _____ Co-Partnership Principal
 Witness: _____ (SEAL)
 _____ (Name of Co-Partnership)
 _____ as to By: _____ (SEAL)
 _____ as to _____ (SEAL)
 _____ as to _____ (SEAL)

Attest: _____ Corporate Principal
 _____ (Name of Corporation)
 _____ as to By: _____ AFFIX
 Corporate Secretary President CORPORATE
 SEAL

Attest: _____ (Corporate Surety)
 (SEAL) By: _____ SEAL
 _____ Title _____
 Signature
 Bonding Agent's Name: _____
 _____ (Business Address of Surety)
 Agent's Address _____

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

 Asst. Attorney General

PAYMENT BOND – October 2020

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

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

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

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

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

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

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

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

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

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

In Presence of: _____ Individual Principal
Witness: _____
_____ as to _____ (SEAL)

In Presence of: _____ Co-Partnership Principal
Witness: _____ (SEAL)
_____ (Name of Co-Partnership)
_____ as to By: _____ (SEAL)
_____ as to _____ (SEAL)
_____ as to _____ (SEAL)

Attest: _____ Corporate Principal

(Name of Corporation)
By: _____ AFFIX
Corporate Secretary President CORPORATE
SEAL

Attest: _____ (Corporate Surety) _____ SEAL
(SEAL) By: _____
Signature _____ Title _____
Bonding Agent's Name: _____
Agent's Address _____ (Business Address of Surety)

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

Asst. Attorney General

CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

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

and is registered or qualified as required under Maryland Law.

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

Name and Department ID

Number: _____ Address: _____

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

Name and Department ID Number: _____

Address: _____.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

Date: _____

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

_____ (signature of Authorized Representative and affiant)

**ATTACHMENT H – MBE PROGRAM AND FORMS
SEE SEPARATE ATTACHMENT**

Attachment I
UNIVERSITY OF MARYLAND, BALTIMORE
SOLICITATION TERMS AND CONDITIONS
FOR CONSTRUCTION/MAINTENANCE PROJECTS
RFP 91099 WG

1. Due Date and Time

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

Price Proposals will only be requested from those proposers who are shortlisted following the second phase technical evaluation per the RFP. The due date for Price Proposals will be set 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. **Due to file size constraints (25 MG), multiple files may need to be submitted by the Proposer.** Proposals or unsolicited amendments to proposals arriving after the due date and time will not be considered.

Proposals (i.e. both the Technical Proposal and the Price Proposal combined) are to be valid for one hundred and twenty days (120 days) following the receipt of the Price Proposal.

2. Late Proposals

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

3. Multiple/Alternative Proposals

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

4. Modifications and Withdrawals of Proposals

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

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 proposals received by the University after the time proposals are due may not be accepted.

5. Pre-Proposal Conference – Refer to Solicitation Schedule

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

7. Questions, Inquiries, Clarifications, and Addenda

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

Should a Proposer find discrepancies in the 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.

8. Site Investigation

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

9. Right to Reject 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.

10. Cancellation of the RFP

The University may cancel this RFP, in whole or in part, at any time.

11. 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.

12. 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 sufficient to preface the entire proposal with a proprietary statement.

13. Financial Disclosure by Persons Doing Business with the State

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

14. Arrearages

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

15. Incurred Expenses

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

16. Debriefing of Unsuccessful Proposers

A debriefing of an unsuccessful proposer shall be conducted upon written request submitted to the procurement officer within 10 days after the proposer knew or should have known its 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.

17. Maryland Public Ethics Law

The Maryland Public Ethics Law prohibits, among other things: State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from (i) submitting a bid or proposal, (ii) negotiating a contract, and (iii) entering into a contract with the governmental unit with which the individual is affiliated per the Maryland Code, General Provisions Article, Title 5, Subtitle 5.

If the proposer has any questions concerning application of the State Ethics Law to the proposer's participation in this procurement, it is incumbent upon the proposer to seek advice from the State Ethics Commission: Executive Director, State Ethics Commission, 45 Calvert Street, 3rd Floor, Annapolis, Maryland 21401, 410-260-7770, 877-669-6085.

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

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

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

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

19. Payments to Contractors by Electronic Funds Transfer

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

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

address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

The form is available as a pdf file on the web site of the General Accounting Division of the Comptroller of Maryland: <https://www.marylandtaxes.gov/divisions/gad.php>

20. Minority Business Enterprise Notice

Minority Business Enterprises are encouraged to respond to this solicitation. For MBE goal and subgoal requirements of this solicitation, refer to Section 00100 and Attachment H of the RFP. For more information on the State's MBE program or questions related to certification, please contact MDOT's Office of Minority Business Enterprise/Equal Opportunity, telephone 410-865-1269 or view the MDOT website <https://mbe.mdot.maryland.gov/directory/>.

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

22. Bid and Payment and Performance Bonds – Refer to Solicitation Sections 00300, Article 4 for information regarding Bid Bond requirements (if any) and Section 00700, Paragraph 2.03 for Payment and Performance Bond requirements.

END OF ATTACHMENT I