



# UNIVERSITY *of* MARYLAND BALTIMORE

REQUEST FOR PROPOSAL  
FOR  
ELEVATOR MAINTENANCE

RFP NUMBER: 91166DM  
ISSUED: January 10, 2025

**PROCUREMENT/ISSUING OFFICE:**

University of Maryland, Baltimore  
Construction and Facilities Strategic Acquisitions  
The Saratoga Building  
220 Arch Street, Room 02-100  
Baltimore, Maryland 21201-1531

**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 per Section 1, Paragraph C. at least 48 hours in advance.

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

**REQUEST FOR PROPOSAL  
FOR  
ELEVATOR MAINTENANCE  
AT  
UNIVERSITY OF MARYLAND, BALTIMORE**

**RFP91166DM**

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

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**UNIVERSITY OF MARYLAND, BALTIMORE**

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## RFP91166DM - SOLICITATION SCHEDULE

Issue Date:	<b>January 10, 2025</b>
Pre-Proposal Meeting:	<b>Thursday, January 16, 2025 at 11:00 am</b> Refer to Section 00100, Paragraph E for further information.
Questions Regarding Solicitation Due:	<b>Thursday, January 23, 2025</b> (See Section I, Para C.3)
Initial Technical Proposal Due:	<b>Thursday, February 6, 2025 on or before 2:00 pm</b> (to be submitted electronically via email; see instructions in Section 00100, Paragraph F., required contents are detailed in Section 00300, Article 1.)
Anticipated Date of Notification following the Initial Technical Evaluation regarding shortlist:	<b>Friday March 7, 2025</b>
Oral Discussions (optional) of <b><u>shortlisted</u></b> Proposers:	The week of March 7, 2025, time to TBD. Details to be provided to the final shortlisted proposers. (Refer to Section 00300, Article 3, Paragraph A)
Anticipated Date of Notification following the Second Technical Evaluation regarding final shortlist:	<b>Thursday, March 7, 2025</b>
Site Visit:	Week of March 12, 2025, time TBD. Details to be provided to the final shortlisted Proposers.
Deadline for questions regarding the Price Proposal Phase	<b>Thursday, March 14th, 2025</b>
Anticipated Price Proposal Due:	<b>Monday, March 24<sup>th</sup>, 2025 on/before 2:00 pm</b> <b><u>(Only the final shortlisted Proposers)</u></b> will be requested to submit a Price Proposal electronically; Instructions regarding Price Proposal submittal

will be issued via Addendum to the final shortlisted firms.

UMB Notifies Selected Contractor:

**Anticipated by Monday March 31, 2025**

Contract executed by selected Contractor:

**Monday March 31, 2025 (Projected)**

Contract Commencement:

**April 1, 2025 (Projected)**

END OF SOLICITATION SCHEDULE

**SECTION 00100**

**INSTRUCTIONS TO PROPOSERS**

**SECTION 00100**  
**INSTRUCTIONS TO PROPOSERS**

I. INSTRUCTIONS TO PROPOSERS FOR THE MAINTENANCE CONTRACT

A. **SUMMARY:**

1. The objective of this Request for Proposal (RFP) is to select qualified contractor to provide Elevator Maintenance (see Section 00400 for more detailed description)
2. The University of Maryland, Baltimore (also called the University or UMB) is seeking bids on the needs identified in this solicitation: for a qualified contractor to Elevator Maintenance. This contract shall be available to all other University System of Maryland Institutions (USM). If another institution chooses to participate in this contract, the successful vendor(s) will negotiate a price proposal for that institution. However, the time and material rate quoted for the University of Maryland, Baltimore shall be the maximum rates for any USM Institutions.
3. The initial Contract will be for the period of twelve (12) months, beginning April 1, 2025, and ending March 31, 2026. The University retains, at its unilateral discretion, the right to renew any resulting contract(s) for four (4) additional one-year periods, with no increase in the Contractor's quoted rates, except as noted in Section 00400, Article 1 - "General Provisions ", Paragraph C.
4. All work performed under this contract shall be in accordance with the University of Maryland, Baltimore "Standard General Conditions of Maintenance Contract", (which is contained in this RFP as Section 00700 "Standard Conditions") as modified or supplemented by any amendments, supplementary conditions, the Contract Documents as listed herein, any addenda, and other components of the Contract.
5. The University anticipates having a contract in place with the successful firm on or about April 1, 2025.

B. **PROCUREMENT PROCESS:**

This is a phased procurement. For detailed information on the Procurement Phases including the preparation and submittal of proposals see Section 00300 "Proposals, Evaluation, Forms".

**C. ISSUING OFFICE AND QUESTIONS/INQUIRIES:**

1. The Issuing Office is:

University of Maryland, Baltimore  
Construction and Facilities Strategic Acquisitions  
The Saratoga Building  
220 Arch Street, Room 02-100  
Baltimore, Maryland 21201-1531

Attn: Daryl Moore  
email to: [daryl.moore@umaryland.edu](mailto:daryl.moore@umaryland.edu)

2. The Issuing Office shall be the **sole** point of contact with the University for purposes of the preparation and submittal of the RFP proposal.
3. All questions on this procurement are to be directed (preferably in writing) to the Issuing Office. Questions are due per the Solicitation Schedule. Items affecting the scope of work or conditions of the contract shall be subject to the conditions of Addenda per Attachment I Procurement Terms and Conditions, Paragraph 7.

**D. PROCUREMENT OFFICER – CONSTRUCTION & FACILITIES STRATEGIC ACQUISITIONS:**

Jack J. Mumma  
Procurement Officer  
Executive Director  
University of Maryland, Baltimore  
Construction & Facilities Strategic Acquisitions

Office: 410-706-7197

Email: [jmumma@umaryland.edu](mailto:jmumma@umaryland.edu)

**E. PRE-PROPOSAL CONFERENCE:**

1. A Pre-Proposal Conference will be held on **Thursday, January 16, 2025 at 11:00 AM** at the University of Maryland Baltimore, The Saratoga Building, 220 Arch Street, 13<sup>th</sup> Floor, Strategic Sourcing and Acquisition Services Conference Room 02-100, Baltimore, MD 21201.

Note: Parking is available in the Saratoga Street Garage.

2. A walk through of the site will be conducted immediately following the Pre-Proposal Conference. This is the only opportunity for a site inspection which will consist of seeing the actual locations and a sampling of the areas where work is to be performed. Please dress appropriately to access areas.
3. While attendance at the Pre-Proposal Conference is not mandatory, information presented may be very informative; therefore, all interested vendors are encouraged to attend in order to be able to better prepare acceptable pricing. We ask that a maximum of two (2) representatives from each company attend this meeting.

**UMB Campus Map:**

<http://www.umaryland.edu/maps/>

4. Appropriate auxiliary aids and services for qualified individuals with disabilities will be provided upon invitation. Please contact Daryl Moore at (410-706-5486) with specific invitations at least three (3) business days prior to meeting.
5. Attendance is *not mandatory*, but is strongly recommended as clarifications may be provided.
6. A walk through of the Project site will **not** be conducted as part of this meeting, however, it is anticipated that a walk-through of the Project site will be held with the final shortlisted firms (and interested subcontractors) prior to the Price Proposal due date.

**F. TECHNICAL PROPOSALS:**

1. **Technical Proposals** must be submitted electronically via email to [Proc-oncallbids@umaryland.edu](mailto:Proc-oncallbids@umaryland.edu) per the Solicitation Schedule in order to be considered. The time that the email is sent by the Proposer will be considered the time.

**The subject line of your email is to be: 02-06-2025 RFP91166DM – Your Company Name.**

2. Price Proposals are not requested at this time. These will be requested solely of the shortlisted firms following the technical proposal evaluation. Refer to Section 00300, Article 3 for further details.)

3. LATE PROPOSALS CANNOT BE ACCEPTED.

**END OF SECTION 00100**

**SECTION 00200**

**INFORMATION AVAILABLE TO PROPOSERS**

**SECTION 00200**  
**INFORMATION AVAILABLE TO PROPOSERS**

II. INFORMATION AVAILABLE TO PROPOSERS

A. CONTRACT DOCUMENTS: This RFP91166DM dated January 10, 2025, consists of the documents noted below.

- All documents in the Solicitation (Refer to the Solicitation Table of Contents for all sections contained **within the RFP document**) along with other documents packaged separately as noted below (if any):
- **Any Addenda**, which may be issued prior to the Proposal Due Date.

All of these materials will be included in the Contract with the University awarded as a result of this solicitation. The Proposer by submitting its proposal agrees that if awarded the Contract that it, as the Contractor, will be bound under the Contract to all the terms and conditions thereof.

B. SET OF DOCUMENTS AVAILABLE TO PROPOSERS: The RFP and Attachments A through I are available on the UMB eBid Board at <https://www.umaryland.edu/procurement/ebid-board/>.

C. AVAILABLE RECORD DOCUMENTS:

1. The University of Facilities and Operations upon written request will make accessible to the Proposers any available record drawings, utility plans, and other data pertinent to existing conditions to the extent that such material is available. The University, however, can offer no assurances that such drawings, property description, or other data are accurate, current or complete.
2. The Proposers shall assume the responsibility for cost of reproduction as well as replacing any damaged documents.

**END OF SECTION 00200**

**SECTION 00300**

**PROCUREMENT PROCESS AND FORMS**

**SECTION 00300  
PROCUREMENT PHASES AND FORMS**

**Article 1**

**Summary of Procurement Phases and Technical Proposal Requirements**

III. INTRODUCTORY SUMMARY OF PROCUREMENT PHASES: This RFP consists of the following phases:

1. **Technical Proposal Submittal** (see Section D below of this Section 00300 Article 1 for details on the required contents of the Technical Proposal): All Proposers are required to first submit **only a Technical Proposal without a Price Proposal**. Refer to the Solicitation Schedule for the due date and time for Technical Proposals and Section 00100 Paragraph F regarding submittal instructions.
2. **Oral Presentations/Interview Sessions**: **Only** those Proposers whose technical proposals are shortlisted following the Initial Technical Evaluation will be requested to remotely attend Oral Presentations/Interview Sessions (see Article 3 of Section 00300 for details regarding these sessions.) virtually or at the University. Refer to the Solicitation Schedule for the anticipated date for Oral Presentations/Interviews. Oral Presentations/Interviews will be held at the discretion of the University.
3. **Price Proposal Submittal** (see Article 4 of this Section 00300 for details on the Price Proposal): Only those Proposers whose technical proposals remain shortlisted following the Second Phase Technical Evaluation will be requested to submit a Price Proposal. The **anticipated due date** for submission of the **Price Proposal** is set forth in the Solicitation Schedule. The final Price Proposal Form, any required documents, and instructions for submission of the Price Proposals will be issued via Addendum to the final shortlisted Proposers.

A. TRANSMITTAL LETTER

A transmittal letter prepared on the Proposer's business stationery must accompany the Technical Proposal Submittal. The purpose of this letter is to transmit the Proposal; therefore, they should be brief, but shall list all items contained within the Technical Proposal. The letter must be signed by an individual who is authorized to bind his firm to all statements, including services and financials, contained in the Proposal. **The letter must also provide a contact name(s), title, email address, and phone number (including extension, if applicable) of the appropriate contact person for the Proposer during the procurement process.**

B. TECHNICAL PROPOSAL SUBMITTAL

The Technical Proposal should be prepared in a clear and precise manner. Failure to include any of the items listed below may disqualify your firm's response. Proposers should describe in detail and provide evidence supporting the qualifications requested below. **Technical criteria are listed in order of importance.** All proposers are to compile their Technical Proposals in the order listed and are to paginate the proposal.

The cover page of the Technical Proposal shall have the Proposer's name and address; and the RFP number, project name and project number.

1. Detailed responses to Technical Proposal Criteria, listed in this section;
2. Contractor's license (photocopy);
3. Bid/Proposal Affidavit;
4. Acknowledgement of Receipt of Addenda (If addenda are issued prior to the Technical Proposal due date, this form acknowledging receipt of all addenda **MUST** be included with your Technical Proposal.), and,

**C. FORMS PACKAGE**

Forms for each of the items required in the Technical Proposal (except items 1 and 2) are furnished under the RFP Number on the eBid board at <https://www.umaryland.edu/procurement/ebid-board/> as a separate document. The forms required for the Technical Proposal are listed as Attachment A in the Forms Package.

The Price Proposal form will be issued via Addendum to only those firms who are shortlisted following the second phase technical evaluation.

**D. TECHNICAL PROPOSAL CRITERIA**

The following information **must** be furnished in the Technical Proposal. Omission of any of the items noted below may result in the proposal being considered non-responsive. Compile the technical proposal in the same order as the Technical Proposal Evaluation Factors listed below. Technical Proposal Evaluation Factors are listed below in relative order of importance.

**1. KEY PERSONNEL & REFERENCES**

- 1.1 **KEY PERSONNEL**: Within this category, the named positions are defined below. These Key people must be direct employees of the bidding firm.

**CONTRACT MANAGER**: This person will be responsible for the overall management of this contract and be the prime contact person for the University. This person may also provide onsite management as needed: reviewing the project in the field when required with a University representative and/or be the channel for inquiries concerning work in progress or work to be started under this contract. The University will accept only one (1) person in this role.

**LEAD MECHANIC**: Is an elevator mechanic, licensed by Maryland DLLR who is a direct employee of the bidding firm. The lead mechanic will be on site

to supervise all scheduled work and is responsible to ensure that work is completed competently and in a timely manner. Lead elevator mechanic must have a minimum of 5 years' experience as an elevator mechanic. Firm may submit no more than one (1) person for this position.

**ELEVATOR ADJUSTOR:** Is a senior troubleshooter, licensed by Maryland DLLR as an elevator mechanic, who is a direct employee of the bidding firm. The elevator adjustor must have a minimum of 10 years' experience as an elevator mechanic with at least a minimum of 5 years in the elevator adjustor role. Firm may submit no more than one (1) person for this position.

*The Key Personnel Forms was developed for use on this procurement to insure that all requested information is provided. Bidders are required to utilize the University's forms; it is the Bidder's responsibility to provide all requested information within his Technical Offer.*

Provide the name(s) of the Contract Manager, Lead Mechanic and Elevator Adjustor to be assigned to this contract, if awarded, and complete a Key Personnel Form on each inclusive of the following information:

- **Technical Training/Educational background** inclusive of degrees- majors, apprenticeships and licenses; dates achieved; and the granting institutions and/or associations. NOTE: All personnel working on University elevators, lifts, dumbwaiters and other related conveyance systems must be under the direct supervision of an on-site mechanic certified as an Elevator Technician by a nationally recognized training program (such as National Association of Elevator Contractors (NAEC), National Elevator Industry Educational Program (NEIEP), etc.). The on-site mechanic must be licensed in accordance with MD. Public Safety Code Ann. § 12-826.
- **Work experience with the bidding firm** inclusive of duration (with specific calendar years noted) of employment and position(s) held;
- **Work experience with prior employers**, durations (with specific calendar years noted) of employment and position(s) held;
- **LEAD MECHANIC: Provide Current Maintenance responsibility with the bidding firm and,**

1.2 **SIMILAR CONTRACT/PROJECT EXPERIENCE/REFERENCES:**

(page 4 of the Key Personnel Forms) similar to contracts/projects work, preferably the contracts/projects listed in #2 below with a minimum of three (3) contracts/projects to be listed **and successfully been completed within the past five (5) years from issue date of bid.**

Please include the following:

- a) Contract/Project Name and address (location)
- b) Project Description: Brief description of each project including type of work performed (i.e. operation, repair, adjustments, emergency service, preventive maintenance, testing services and inspection services), elevator types (i.e. US Elevator, Dover, Otis, ThyssenKrupp, KONE/Montgomery, General, Bedeo, Gillespie, Hollister Whitney, Delaware, Premiere, and Armor) and setting (occupied building, unoccupied building, urban environment, higher education, etc.). Project was under a Maintenance contract, T&M, etc.)
- c) Key Person's role on each selected contract/project.
- d) Dollar amount of contract/project.
- e) The start date and completion dates or projected completion of the contract/project.
- f) Contact: Customer/Owner's name, and a valid telephone number

Such experience and references are to be **contract/project references not employment references**; that is, the University is interested in speaking to an individual with the contract/project location (i.e. Project Manager, Maintenance staff, etc.) that the key person deals with on a daily/regular basis regarding the key person's performance on a particular contract/project.

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.

In addition, the University reserves the right to check other sources available. The University will hold all references in the strictest of confidence.

Please insure that the information is accurate and that the reference named can speak to the **individual's performance in the role to be assigned on this contract.**

**NOTE: Personnel Commitment:** By submitting the names for consideration under this Key Personnel Section, the Proposer is

committing these people (Contract Manager, Lead Mechanic and Elevator Adjustor) to UMB for this contract's duration if awarded the contract. No personnel changes will be permitted without written authorization from the University via a contract amendment issued by UMB's Strategic Sourcing and Acquisition Services Office.

2. **FIRM EXPERIENCE AND REFERENCES:**

2.1 **FIRM EXPERIENCE:**

Complete the Proposer's Firm Experience & Reference Form for Elevator Maintenance Contracts/Projects (found in Attachment A), for three (3) contracts/projects, which have been **successfully completed within the past five (5) years from issue date of bid**, which are similar to work, size and complexity to be performed under this Elevator Maintenance contract.

**In order to be considered as experience, the three (3) contracts/projects given, as similar to work, size and complexity as described herein, and must be completed by the bidding firm.**

Please Note: If your firm is a local office of a parent company, such experience must be performed by the local firm in order to be considered.

As indicated on the form, the following information is to be provided for each project as follows:

- a. Bidders name
- b. Customer/Owner's name, address, contact(s) name and valid telephone number;
- c. The start date and completion date or projected completion of the contract/project;
- d. The dollar amount of this contract/project;
- e. Key Person's (Contract Manager, Lead Mechanic and Elevator Adjustor) role: on each selected contract/project;
- f. Contract Method used;
- g. Type of setting;
- h. Total number of elevators, number of hydraulic elevators, number of electric/traction elevators;
- i. Work included (check all that apply);

- j. Elevator types (check all that apply);
  - k. A brief, but detailed, description of the contract(s)/project(s) [inclusive of type of contract/project] (i.e. ability to provide operation, repair, adjustments, emergency service, preventive maintenance, testing services and inspection services), and setting (occupied building, unoccupied building, urban environment, higher education, etc.), and project schedule; and,
- 1. List the similarities of your project to the work to be done under this Elevator Maintenance Contract.

**NOTE:** Firm Experience noted should demonstrate the Bidder's knowledge and ability to perform similar work in an urban environment and higher education environment, with similar site constraints, Elevator Maintenance Contract basis.

- 2.2 **FIRM REFERENCES:** The references of customers of previous similar work provided in Paragraph #2.1 above will be checked by the University. **All references should include a contact person who can comment on your firm's ability to do similar work.**

**NOTE:** It is imperative that contact names and phone numbers be given for the projects listed and be accurate. In addition, the University reserves the right to check other sources available. The University will hold references in the strictest of confidence.

### **3. SPECIFIC BACKGROUND:**

- 3.1 Complete the "Specific Background" Form (found in Attachment A) included with this bid package. Please be sure to provide a brief but informative summary of your firm's ability to perform Elevator Maintenance.

Please address the following points:

- a. Please be sure to include a brief, but **informative**, history of your firm **including** your firm's background on performing Elevator Maintenance type work and the various types of Elevator Maintenance contracts/projects.
- b. Total number of elevators under service agreements throughout the United States. Provide separate totals of hydraulic elevators and traction elevators.
- c. Total number of elevators under service agreements in the Baltimore Area. Provide separate totals of hydraulic elevators and traction elevators.

- d. How your overall firm is organized to perform Elevator Maintenance/Repairs/Testing Services in a Time & Material Basis.

**4. FIRM EQUIPMENT EXPERIENCE:**

Elevator Contractor shall submit documentation defining its experience with providing maintenance on equipment that is similar to the installed equipment at the UMB Campus. Proposal should include emphasis on similar make and models, refer to Section U for listing of elevators at UMB. Please provide manufacturer certifications where applicable. Number of units under maintenance that are of the same type of equipment as listed below:

- a) Virginia Controls
- b) ThyssenKrup
- c) Otis
- d) Dover
- e) Hollister Whitney
- f) KONE/Montgomery

**5. LOCAL CAPABILITIES:**

Elevator Contractor shall submit local staffing information. Include an organizational chart as well as the following information:

- a) Total field employees in Baltimore Metropolitan Area
- b) Maintenance Field employees in the Baltimore Metropolitan Area
- c) Management staff
- d) Administrative employees
- e) Engineering employees
- f) Organizational chart

Contractor shall also submit information regarding offices and warehouse facilities located in the Baltimore Metropolitan Area. Include the following information for each facility.

- a) Address
- b) Function – i.e., office, warehouse, shop, etc.
- c) total square footage of facility
- d) owned or leased. If leased, include lease expiration date.
- e) Total number of employees at this facility

**6. ENGINEERING CAPABILITY:**

Elevator Contractor shall submit documentation defining its engineering capabilities. Proposal should include information documenting experience in their technical centers dedicated to maintenance and repair of elevator equipment not manufactured by the Elevator Contractor. Include the following items:

- a) Engineering facilities in USA.
- b) Registered engineers on staff.
- c) Specific engineering projects applicable to existing elevators associated with maintenance, component replacement or repairs in a public facility similar to a university environment. List a minimum of three (3) jobs.

7. **SPARE PARTS SUPPLY AND NETWORK:**

Elevator Contractor shall submit documentation defining its spare parts supply and network of obtaining and providing for OEM parts and supplies, drawings, manuals, etc. Proposal should include emphasis on Elevators parts and technical support.

Include the following information:

- a) Suppliers for elevator parts for the following equipment:
  - a. Virginia Controls
  - b. ThyssenKrupp
  - c. Otis
  - d. Dover
  - e. Hollister Whitney
  - f. KONE/Montgomery
- b) Suppliers for elevator circuit board repair.
- c) Test tools or software for computer interface with elevators and controllers

8. **REPORTING AND MONITORING SERVICES:**

Elevator Contractor shall submit documentation defining its proposed capabilities and systems used to monitor and report the execution of the proposed maintenance contract.

Elevator Contractor may have on-line maintenance reporting capability for full access by UMB. Provide overview of system and give brief description of available reports. If Elevator Contractor does not have the capability for on-line maintenance reporting, provide information listing documentation available to document services performed.

9. **COMPANY PROFILE and ANNUAL SALES:**

Complete the **Company Profile** Form with **Annual Sales** Form (found in Attachment A) included in the solicitation documents. Please be sure to include a brief, but **informative**, history of your firm **including** bonding capacity.

10. **STATEMENT OF APPROACH:**

Provide a detailed but concise, overall description (developed in response to this bid) of **how** the Contractor(s) Key Personnel (defined as Contract Manager, Lead Mechanic and Elevator Adjustor) will be organized and managed and **how** work will be performed per the scope of services/work contained in the bid documents.

The information to be provided under this category is to include, but not limited to, the following:

- a. A description of **how** your firm will respond quickly to the University for Elevator operation, repairs, adjustments, emergency service, preventive maintenance, testing services and inspection services work under this contract, from the initial call/request throughout the completion of the project;

b. A discussion of your Key Personnel's approach to coordinating all work including how your firm plans to provide project management of the task orders in order to minimize disruption to the University, students, staff and faculty when providing services under this Elevator Maintenance Contract; and,

c. Particular challenges which these Projects present and how the Bidder would address these challenges.

11. **Bid/Proposal Affidavit – Form:** State and USM Procurement Regulations require that each proposal submitted by a firm include a signed Proposal Affidavit. A copy of this Proposal Affidavit is included in **Attachment A**.
  
12. **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.

END OF SECTION 00300, ARTICLE 1

**SECTION 00300**  
**PROCUREMENT PHASES AND FORMS**  
**ARTICLE 2**  
**INITIAL EVALUATION OF TECHNICAL PROPOSALS**

**A. Evaluation of the Technical Proposal:**

**1.1** The University will establish an Evaluation Committee for the purpose of evaluating Technical Proposals submitted in response to this RFP. As the procurement progresses, the Committee may seek input from other appropriate University staff on the proposed services. As well, the Committee may request additional assistance from any source at any time during the procurement

**1.2. Qualifying Proposals**

The Procurement Officer shall first review each proposal for compliance with the mandatory requirements of this RFP. Failure to comply with any mandatory requirement will normally disqualify a Contractor's proposal. UMB reserves the right to waive a mandatory requirement when it is in its best interest to do so. The Contractor must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP. Proposals cannot be modified, supplemented, cured, or changed in any way after the due date and time for technical proposals, unless specifically requested by UMB.

**1.3 Technical Evaluation**

The intent of this RFP is to provide Elevator Maintenance Contractors an opportunity to present their qualifications, experience, and staffing approach to providing the scope of services in relation to the needs of the University. The manner in which the proposing team presents their qualifications will be regarded as an indication of how well the Proposer's philosophy, approach, qualifications/expertise, organizational culture, working style and communications style fit with UMB's. Submittals that concisely present the information requested in the order and the manner requested will be considered more favorably than a submittal from a Proposer of commensurate qualifications that displays a lack of organization, conciseness or attention to detail.

After compliance with the requirements in this RFP has been determined by the Procurement Officer, the Committee shall conduct its evaluation of the technical merit of the proposals in accordance with the Evaluation Criteria. The process involves applying the evaluation criteria contained in the RFP and determining the strengths, weaknesses, advantages, and deficiencies of each Proposal. Proposals are evaluated to determine those proposals that have sufficient qualifications to meet the needs of the University and therefore are evaluated as most advantageous to UMB. The Committee intends to shortlist based on the evaluation process.

Per Section 00300 Article 1, the order of importance of the technical criteria is as follows:

"Key Personnel Form" for Contract Manager  
"Key Personnel Experience/References (3) for Contract Manager  
"Key Personnel Form" for Lead Mechanic  
"Key Personnel Experience/References (3) for Lead Mechanic  
"Key Personnel Form" for Elevator Adjustor  
"Key Personnel Experience/References (3) for Elevator Adjustor  
Proposer's Experience Forms (3)  
Specific Background  
Firm Equipment Experience  
Local Capabilities  
Engineering Capability  
Spare Parts Supply and Network  
Reporting and Monitoring Services  
Company Profile  
Annual Sales  
Statement of Approach

1.3.1 In general, proposals submitted in response to this Solicitation must demonstrate that the firms and, in particular, the project team will have:

- a. Experience that clearly demonstrates the proposer's and Key Personnel 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 project proposed by this RFP, in terms of size, scope, setting, and complexity. Ability to deliver projects on time. Ability to deliver projects within cost established at award. Projects provided in an occupied setting, preferably in an Higher Education setting.
- b. Higher consideration will be given to project approaches that are clear and demonstrate that the contractor understands the University's project, the schedule, and challenges.
- c. Higher consideration will be given to proposers whose company profile, and current workload illustrate that the proposer has the resources available to successfully complete the University's projects on time.

1.4 At the sole discretion of UMB, Contractors who have submitted Technical Proposals may be requested to provide UMB additional technical information to further clarify the Contractor's technical qualifications. If additional information is requested of one or more Contractors, the Procurement Officer will so advise.

1.5 The Evaluation Committee, considering each proposer's response to the Technical Proposal Criteria described herein, will evaluate Technical Proposals and may recommend the best technically qualified proposers for further consideration by the Procurement Officer. Subject to review and approval by the Procurement Officer, the best technically qualified proposers (i.e. shortlisted) will

then be classified as technically acceptable.

1.6 Those Contractors that are not shortlisted will not progress in the procurement. Multiple shortlists may result as the procurement progresses. As the procurement progresses and as results of the technical evaluation are determined by UMB, all Contractors will be notified as to the results of the technical evaluation of his/her firm's technical proposal.

END OF SECTION III, ARTICLE 2

**SECTION 00300**  
**PROCUREMENT PHASES AND FORMS**  
**Article 3**  
**ORAL PRESENTATIONS/INTERVIEW SESSIONS**

**A. ORAL PRESENTATION/INTERVIEW SESSIONS**

1. The University will contact **only** the shortlisted Proposers to schedule an Oral Presentation/Interview Session (“Interviews” or “Oral Presentations”) with the University, either in person or remotely, whichever is deemed to be in the best interest of the University. **Only** those Proposers who are shortlisted as a result of the initial technical evaluation will be requested to attend an Interview.

The date and time for these sessions will be set upon completion of the initial technical evaluation. However, it is anticipated that the Interviews will be conducted remotely on the date(s) provided in the Solicitation Schedule. Each firm will be required to have the Account Manager and Proposer/s Executive Management attend. Proposers are advised to set aside the entire date on these individuals’ calendars to avoid any conflicts. 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. Due to scheduling timeframe, shortlisted Proposers will not be able to choose their time and/or date for these sessions. These sessions are anticipated to be 60 minutes in duration

1. The purposes of the Oral Presentation are as follows:
  - (a) to allow the University to meet the Proposer’s Key Personnel and provide them an opportunity to convey their background and expertise as it applies to the University’s project;
  - (b) to discuss selected categories of the Proposer's Technical Proposal to convey their understanding of the project, in particular the proposed schedule as well as the project challenges identified by the Proposer;
  - (c) to provide an opportunity to clarify the scope of services for this Project; and,
  - (d) if time permits, to review the Price Proposal form.
3. Shortlisted firms, therefore, are to be prepared as follows:
  - Introduce its team with each person presenting him/herself including a summary of his/her background, and their role on the UMB project; and,
  - As a team, convey thoughts and perspective on the (a) UMB engagement and how their experience and expertise can be applied to it; (b) its identified anticipated project challenges and recommendations to resolve these; and (c) preliminary proposed project schedule.

Note: The Interview sessions are to be specifically tailored to UMB's engagement. It is expected that the proposed key personnel are the primary spokespeople for the firm. (Marketing staff and/or high level executives may attend, but are not to dominate the discussion/interview.)

Following the Oral Presentation sessions, a Second Phase Technical Evaluation will be conducted.

**B. SECOND PHASE TECHNICAL EVALUATIONS**

Upon completion of the Oral Presentations (if applicable), the University will conduct the Second Phase Technical Evaluation as described in this section.

The order of importance of the technical criteria will be as follows: Key Personnel including Key Personnel References, Firm Experience including References, Project, Company Profile, Statement of Approach, and Current Workload.

In the Second Phase Technical Evaluation, all information provided by the Proposer in both the initial technical proposal and the Oral Presentation will be evaluated. As well, the references of the Key Personnel and the Firm including satisfactory performance of work for the University on past (or active) projects will be incorporated into the evaluation. A second shortlist will result from this evaluation.

Upon completion of the second phase technical evaluation, Proposers will be notified as to the results; that is, whether the Proposer is included or not on the second shortlist.

It is the University's intent that the second shortlist will be the final shortlist, however, further information may be requested by the University during the technical evaluation process and a Best & Final Technical phase may be conducted.

The University will rank the final shortlist.

**END OF SECTION 00300, ARTICLE 3**

**SECTION 00300**  
**PROCUREMENT PHASES AND FORMS**  
**Article 4**  
**Price Proposals and Final Evaluation**

**A. PRICE PROPOSAL AND ENCLOSURES**

- 1. Only firms that remain shortlisted following the final evaluation of Technical Proposals and Oral Presentations will be requested to submit a Price Proposal.**
2. The Price Proposal form and instructions for submittal will be provided via written Addendum to the final shortlisted Proposers. It is anticipated that Price Proposals will be submitted to the Issuing Office by the due date and time per the Solicitation Schedule.
3. The Price Proposals and all required forms shall be completed in ink or typed; erasures and/or alterations shall be initialed in ink by the signer.
4. The following documents must be submitted with the Price Proposals.
  - (a) Price Proposal Form (Note: Proposers shall provide prices for all items on price proposal form).

**B. SIGNING OF PRICE PROPOSAL FORMS**

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 attested by the corporate secretary or an assistant corporate secretary.

If not signed by an officer, there must be attached a copy of that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation. Signatures shall be under seal, i.e.: indicated by the word "(Seal)" following signature of individual and partner bidders, and indicated by affixing the Corporate Seal at corporate signatures.

**C. PRICE PROPOSAL EVALUATION**

1. Price Proposals will not be opened publicly.
2. Price Proposals will be evaluated based on the sum total of the Price Proposal. The University reserves the right to request an itemized breakout of the quoted cost for evaluation and information purposes.
3. The University may elect to request Best & Final Price Proposal(s).

**D. FINAL PROPOSAL RATING**

1. The final proposal rating will be based on the second (or final, whichever is applicable) phase technical evaluation and the price proposal evaluation.
2. Technical merit will have a greater weight than cost.
3. The Evaluation and Selection Committee will choose from among the highest rated proposals that proposal which will best serve the interests of the University, in accordance with University procurement regulations. 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.
4. Refer to Attachment I Procurement Terms and Conditions, Paragraph 11. Proposal Acceptance.

END OF SECTION 00300 ARTICLE 4

**END OF SECTION 00300**

**SECTION 00400**  
**SCOPE OF WORK**  
**ARTICLE 1 – 4**

## SECTION 00400

### SCOPE OF WORK

#### ELEVATOR MAINTENANCE

##### ARTICLE 1 – GENERAL PROVISIONS

###### A. BACKGROUND

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

###### B. SCOPE

The intent of this procurement is to award an annual contract with optional renewal options, to a qualified Contractor to provide all labor, materials, equipment, supplies, supervision, subcontracting and other resources as required for the appearance of all outside spaces, activates and conditions at all areas within the identified University of Maryland, Baltimore and any UMB owned property unless noted otherwise in this document and as specified by authorized personnel of the University of Maryland, Baltimore.

###### C. CONTRACT TERM

The initial Contract is to be issued for a period of 12 months, beginning April 1, 2025, and ending March 31, 2026. The University to retain, at its unilateral discretion, the right to renew any resulting contract(s) for four (4) one-year unilateral renewal options.

Rates shall be firm during each contract year. The Contractor may submit a written request for price adjustment, at least ninety (90) days prior to the Contract anniversary date. All other terms and conditions shall remain the same. It will be UMB's sole option to approve, or not, any such price adjustment requests. Annual price adjustments, if approved, will take effect upon each renewal of the contract.

Prices increases, if any for subsequent renewal options shall be limited to the U.S. Bureau of Labor Statistics, Producer Price Index (PPI) Industry Data to monitor any such price adjustment request for reasonableness, as published by the U.S. Bureau of Labor Statistics for **Non-residential building maintenance and repair**

(PCU2381MR2381MR) and will use the **March 2025 index of 121.3 (P)** as the benchmark. The Contractor may submit a written request for price adjustment, at least a minimum of ninety (90) days prior to the Contract anniversary date. All other terms and conditions shall remain the same. It will be UMB's sole option to approve, or not, any such price adjustment requests.

All such price adjustment request will be calculated using a simple percentage method. In all instances UMB will use the base period date in effect at the time of the award of the contract.

**The following example illustrates the computation of percentage change:**

<b>CPI for current period:</b>	<b>150.252</b>
<b>Less CPI for previous period:</b>	<b>147.362</b>
<b>Equal index point change:</b>	<b>2.89</b>
<b>Divided by previous period CPI:</b>	<b>147.362</b>
<b>Equals:</b>	<b>.0196</b>
<b>Results multiplied by 100:</b>	<b>.0196 x 100</b>
<b>Equal Percentage change:</b>	<b>1.96%</b>

- D. All communications on projects are to be directed to the designated University Facilities and Operations personnel or designated personnel only. No instructions, directions, and information are to be given to the Contractor by any other University personnel. **All change order work may not proceed until an additional purchase order change order has been issued by Construction & Facilities Strategic Acquisitions for additional work and the applicable additional cost.**
- E. Any staff changes by the Contractor in the Account Manager must be reviewed and approved by UMB Construction & Facilities Strategic Acquisitions via the issuance of a contract amendment prior to any reassignments being made.
- F. The Account Manager should be readily available to review all phases of the project when requested by the University. No changes can be made in the project coordination without the written approval of the University via the issuance of a contract amendment by UMB's Construction & Facilities Strategic Acquisitions.
- G. **ADDING/DELETE**

The University of Maryland, Baltimore reserves the right to add or delete locations from this contract. In such events, contract prices shall be adjusted as mutually agreed upon between the University and contractor through a written contract amendment. Any adjustment(s) due to addition or deletion must be approved by the University's Construction & Facilities Strategic Acquisitions through a written contract amendment.

**END OF SECTION 00400/ARTICLE 1**

## SECTION 00400

### ARTICLE 2- SPECIFICATIONS

#### A. SCOPE OF WORK-ELEVATOR MAINTENANCE

1. The Contractor to provide all labor, materials, equipment, supplies, permits, supervision, subcontracting and other resources as required to provide for operation, repairs, adjustments, emergency service, preventive maintenance, testing services and inspection services on a “Time and Material” basis for all Elevators at the University of Maryland, Baltimore and any University owned property as directed by the University Elevator Manager or another designated University Facilities Maintenance (FM), Operation and Maintenance (OM) employee as designated by the Associate Director for OM Electrical Shop.

a. The Contractor must be regularly engaged in the repair and maintenance of elevators, lifts, dumbwaiters and licensed vertical transportation systems.

b. The work to be included under the Elevator Maintenance Contract is as described, but not limited to, the following:

##### **i. Urgent Elevator Service:**

Urgent Elevator Service is required when an elevator in a building is not functioning properly. In order to maintain a safe environment and efficient vertical transportation the elevator must be repaired and placed back in service as soon as possible. In these situations, the University Elevator Manager, or his designee will contact the elevator contractor to dispatch staff to address the situation. The elevator contractor is expected to provide 24 hour service availability 7 days per week including holidays. Urgent elevator service shall be rendered within 2 hours from the time a call is placed requesting the urgent service.

##### **ii. Maintenance and Repair Services:**

Maintenance and repair services are provided on a scheduled basis. These could be scheduled anywhere from 12 hours to weeks in advance. Services may include scheduled repairs or typical elevator maintenance services. The contractor may subcontract maintenance and repair services to the Original Equipment Manufacturer with the approval of the University Elevator Manager.

##### **iii. Testing Services and Inspection Services:**

The University Elevator Manager may elect, based on workload, to use the elevator contractor to perform annual or five year elevator testing. In this case the elevator contractor shall coordinate the testing as well as any subcontractors and any regulatory or inspection services (e.g., Maryland

DLLR /3rd party Qualified Elevator Inspection (QEI) contractor). The work shall be scheduled in coordination with the University Elevator Manager.

2. 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.

3. Contractor when required and requested by the University shall engage the services of specialized subcontractors or original equipment manufacturers (OEM) service personnel to assist in providing services under this contract. Such services shall be billed at the contractors cost plus the agreed upon subcontractor markup.

4. The Contractor shall complete his work in the time required by the University and in accordance with the requirements stated within the University purchase order.

5. The majority of this contracting work will be work done in occupied buildings and, in some cases, with ongoing medical research and academic classes. The selected Contractor will be required to take special care when working in such environments.

6. Elevators are a key element in providing accessibility to University facilities. The Contractor must maintain service to all areas currently served by elevators. No equipment may be taken out of service if it would leave areas currently served by elevators inaccessible without prior University approval.

## **B. UMB'S ELEVATOR LISTING**

Refer to Section U. for a listing of the University's elevators.

## **C. SPECIFICATIONS**

The following provides specifications and characteristics of the equipment/services and provider. All materials, equipment, supplies or services shall conform to all applicable Federal and State laws and regulations and to the specifications contained in the solicitation. Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition.

### **1. EQUIPMENT:**

Any materials or equipment used in the maintenance and repair of elevators, lifts, dumbwaiters or other conveying equipment shall meet or exceed the materials as provided by the original equipment manufacturer.

### **2. SERVICES:**

Contractor must be available 24 hours, 7 days a week and 52 weeks a year. Contractor must be capable of completing emergency service and regular maintenance, repair and component replacement on vertical transportation equipment at any time.

When responding to a service call, the contractor shall provide all labor, materials, trouble shooting diagnostics, and equipment required to repair the malfunction and restore the equipment to first class operating condition. Replacement parts shall be new and unused and be of current design of same manufacturer to minimize system depreciation and obsolescence.

Workmen responding to service call, scheduled or emergency, shall unless otherwise directed, report to the designated University representative.

### **3. STANDARDS:**

Elevator Maintenance services shall comply with most stringent applicable provisions of the following codes, laws, and/or authorities, including revisions and changes in effect:

- a) American National Standards Institute (ANSI)
- b) ASME A17.1, A17.2.3, A17.5 applicable edition National Fire Protection Association (NFPA)
- c) ANSI C1, National Electric Code (NFPA 70)
- d) Safety Code for Elevators and Escalators, ASME A17.1
- e) Guide for Inspection of Elevators, Escalators, and Moving Walks, ASME A17.2
- f) Elevator and Escalator electrical Equipment, ASME A17.5
- g) Americans with Disabilities Act (ADA) and Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- h) American Welding Society (AWS)
- i) American Society of Testing and Material (ASTM)
- j) International Standards Organization, ISO 281
- k) American Federation of Bearing Manufacturers Association, AFBMA, Std. 9 and 11
- l) Occupational Safety & Health Act (OSHA)
- m) Local Fire Authority
- n) Requirements of IBC, DSA, and all other Codes, Ordinances and Laws applicable within the governing jurisdiction
- o) Life Safety Code, NFPA 101
- p) Uniform Federal Accessibility Standard (UFAS)
- q) Any additional requirements imposed by local agencies shall be incorporated into elevator installations.

**NOTE:** In case of a conflict between codes, regulations, or standards, the most stringent requirement shall take precedence.

#### **D. SUPERVISORS / EMPLOYEE CONDUCT**

All supervisors (Project Coordinator, Lead Mechanic and Elevator Adjustor) must be fully qualified and trained in all of the techniques, processes, and equipment needed to perform the required tasks. In addition, they must have additional training in supervision.

Supervisors will be fully responsible for the conduct of all of their employees and subcontractor's employees. Behavior of contractor employees deemed to be inappropriate (to include, but not limited to, sexual harassment of campus personnel, visitors and / or students; acts of violence or destruction of property; profane or obscene behavior or language; activities that disrupt the normal course of business at the university) in the sole discretion of the University or other contracting authority will result in the removal of the employee(s) from the premises. Serious or repeated problems with behavior deemed inappropriate will result in the involved employee (s) being excluded from working on the university's premises. The contract administrator, if in his /her sole opinion, determines the actions of the contractor's employees or agents to be so egregious may request immediate termination of the contract by the Procurement Officer. The final decision shall be at the Procurement Officer's sole discretion. The University reserves the right to request the removal of any employee "without cause" at any time.

#### **E. UNIVERSITY FM PROJECT MANAGEMENT**

Administration of this contract shall be by the University FM Project Manager or in his/her absence an alternate designated by the University FM to include at a minimum the following:

- All estimates, requests for change orders, inventory sheets, status reports, damage reports or inspection findings shall be submitted to the University FM.

Facilities Management will be responsible for Project Management to include the initial request for assistance, request for additional assistance, work location and scope, coordination with Police, and access to the site and parking. Any changes in the contract/project must first be approved by the Department of Procurement Services in writing.

The University police shall have jurisdiction over parking, traffic, and building security matters. Special requests shall be forwarded through the designated Facilities Management representative.

#### **F. PROTECTION OF ADJACENT FACILITIES AND PROPERTY**

The Contractor is advised that the location of projects under this Contract will likely be in a congested area of the campus, subject to heavy vehicular traffic and limited parking. Every precaution shall be exercised to protect people from injury and disruption of traffic from work performed under this Contract.

#### **G. LIFTING DEVICES FOR EQUIPMENT**

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.

#### **H. PROTECTION OF WORK, STORAGE AND TRANSPORTATION OF MATERIALS**

1. All equipment must be installed and/or stored indoor immediately upon arrival at the job site. If storage is required, a suitable space will be designated by the FM at the applicable campus. Under no circumstances shall equipment be stored outdoors.

2. Transportation: All materials and equipment shall be so crated, packaged, blocked and otherwise protected during transportation and handling to prevent damage of any kind. This shall include the provision of any necessary lifting devices or machines and the skilled personnel to operate such machines.
3. Protecting Work in Place: Provide all necessary protection of completed work to prevent any and all damage.
4. 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 University FM Project Manager.

#### **I. TEMPORARY WATER AND ELECTRICAL SERVICE**

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

No utility interruptions shall be initiated without the prior authorization of the FM Project Manager. The FM Project Manager is the only authorized person to arrange for utility shut down. The contractor shall not proceed with any outage without two (2) weeks prior notification to him unless otherwise agreed to by the University.

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

#### **K. UNIVERSITY'S RIGHT TO FURNISH MATERIAL AND EQUIPMENT**

The University reserves the right to purchase material or job required merchandise. The Contractor will be reimbursed only for his labor cost used on the materials furnished. Materials not used on the job shall be returned to University's stock for credit to job.

#### **L. SUBCONTRACTS**

The Contractor shall be reimbursed for subcontractor work per the quoted mark up. Before any such Subcontracts are awarded, FM shall be furnished with complete information in writing as to the fees which would be paid to the Subcontractor. 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 FM with all requests for payment, which include payment on such Subcontracts, when requested.

#### **M. TRUCKING/VEHICLES**

Name of Contractor, License Numbers, Telephone Number and Address shall be displayed visibly on trucks/vehicles. The Contractor shall apply for a University permit through FM. The On-Call Contractors will be required to coordinate with FM on the loading and unloading of materials.

#### **N. SUPERVISION OF THE WORK**

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

The Project Manager for FM shall have general supervision and direction of the work, which shall include, but not be limited to, the following:

1. Determination of a work schedule for coordination of crafts.
2. Project starting and completion dates.
3. Inspect all work for compliance with University Standards and Project scope.
4. The Contractor shall be advised in writing to close out a project at which time he shall stop all work and submit a request for final project payment.

#### **O. CODES AND STANDARDS**

All work performed under this Contract shall be in compliance with all applicable codes, standards and regulations. Each campus will issue its standards, if any, to the selected Contractor.

#### **P. ADDITIONAL WORK/ENHANCEMENTS:**

- i. Additional work or enhancement work beyond the PM Service Specifications must be authorized by the UMB Facilities and Maintenance and such work will be performed on a time and material (T&M), not to exceed (NTE) basis. The University will supply the contractor a written scope of work inclusive of required schedule of work. The contractor will review the project site and scope of work and provide a written break down not to exceed proposal based on the quoted time and material and subcontractor rates quoted in the contract. Upon review and approval the University will issue a notice to proceed in the form of an authorized purchase order or Visa card. The University will pay actual cost up to the not to exceed price. Any costs beyond the not to exceed price will be borne by the contractor unless a written change order is issued by the University.
- i. Contractor must accept the State's Corporate Purchasing (VISA) Card, (hereafter ProCard).
  - Orders at and under \$4,999. may be paid via ProCard. No services are to be provided without having receiving an electronic confirmation from the UMB Project Manager prior to the contractor beginning work. This electronic confirmation will confirm the scope of work, commencement and completion dates, time frame and not to exceed price.
  - Orders greater than \$4,999.00 will be paid via a University Purchase Order, which will be given to the Contractor at the time the order is placed. A University Purchase Order must be received by the Contractor prior to beginning work. This Purchase Order will confirm the scope of

work, commencement and completion dates, time frame and not to exceed price.

- No Service charge is allowed to be charged on top of the prices quoted for the services.
- The Contractor must be able to deliver all said labor and standard items of material and equipment within time frame for each scope of work.

**Q. ADDITION/DELETION OF EQUIPMENT:**

The University reserves the right to add equipment to this contract as such units/equipment may be installed, or to delete equipment in the event they are no longer used, or removed at the location(s) specified on this contract. The University also reserves the right to add or delete locations from this contract. In such events, contract prices shall be adjusted as mutually agreed upon between the University and contractor through a written contract amendment. Any adjustment(s) due to addition or deletion must be approved by the University's Strategic Sourcing and Acquisition Services through a written contract amendment.

**R. EQUIPMENT NOT COVERED BY THIS AGREEMENT:**

Lab water plant and point-of-use equipment not specifically listed in this scope of work is not covered by or included in this agreement. Any such equipment maintenance is the responsibility of the individual lab or researcher to which it is assigned by the University and should not be invoiced under terms of this agreement.

**S. MATERIALS:**

Materials include all manufactured products and processed and unprocessed natural substances required for completion of the Contract. The Contractor, in accepting the Contract, is assumed to be thoroughly familiar with the materials required and their limitations as to use, and requirements for connection, setting, maintenance, and operation. Whenever an article, material, or equipment is specified and a fastening, furring, connection (including utility connections), access hole, flashing closure piece, bed, or accessory is normally considered essential to its installation in good quality construction, such shall be included as if fully specified. Nothing in these specifications shall be interpreted as authorizing any work in any manner contrary to applicable laws, codes, or regulations.

**T. TOOLS AND MOVABLE EQUIPMENT**

The Contractor shall furnish as part of his overhead cost included in the material markup percentage, all necessary protective equipment, concrete mixing boxes, water barrels, wheelbarrows, hoes, shovels, tools, mortar boards, ladders, portable scaffolding, shop

tools, shop equipment and fabricating items customary to the trade, etc., and all other movable equipment necessary to completing the work performed under this Contract. The furnishing of tools shall include all maintenance, loss and breakage. Any equipment rental must be approved by UMB Project Manager or designee prior to its use.

The Contractor shall be responsible to remove debris and clean work areas as the work progresses. On completion of the work, areas shall be left clean, free from abrasive or set materials liable to cause damage. Contractors shall be responsible for the removal of excess material and debris associated with their division of work.

## U. UMB ELEVATOR LISTING

<b>100 N. Greene St. Building</b>				<b>100 N. Greene St.</b>								
	State Number	Asset Number	File	Manufacturer	Type	Class	Openings	Control System	Cap.	Speed	Fire Svc	Stby Pwr
Car 1	ST1906	1211	45	Virginia Controls	Traction	Passenger	7	MVFCL	2500	350	Yes	No

<b>Allied Health Building</b>				<b>100 S. Penn St.</b>								
	State Number	Asset Number	File	Manufacturer	Type	Class	Openings	Control System	Cap.	Speed	Fire Svc	Stby Pwr
Car 1	ST1936	1157		Dover Elevator	Hydraulic	Passenger	5	WCR	3500	175	Yes	Yes
Car 2	ST1937	1215	47	Dover Elevator	Hydraulic	Passenger	5	WCR	3500	175	Yes	Yes

<b>Baltimore Grand Garage</b>				<b>5 N. Paca St.</b>								
	State Number	Asset Number	File #	Manufacturer	Type	Class	Openings	Control System	Cap.	Speed	Fire Svc	Stby Pwr
Car 1	ST1816	1206	41	Virginia Controls	Traction	Passenger	11	MVFCL	3500	350	Yes	No
Car 2	ST1817	1207	42	Virginia Controls	Traction	Passenger	11	MVFCL	3500	350	Yes	No
Car 3	ST1818	1208	43	Virginia Controls	Traction	Passenger	11	MVFCL	3500	350	Yes	No
Car 4	ST1819	1209	44	Virginia Controls	Traction	Passenger	11	MVFCL	350	350	Yes	No

<b>Biomedical Research Facility</b>				<b>108 N. Greene St.</b>								
	State Number	Asset Number	File	Manufacturer	Type	Class	Openings	Control System	Cap.	Speed	Fire Svc	Stby Pwr
Car 1	ST1944	1217	49	Otis Elevator	Hydraulic	Passenger	5 / 1	3HOL	4000	150	Yes	No

<b>Campus Center</b>												
<b>621 W. Lombard St.</b>												
	State Number	Asset Number	File	Manufacturer	Type	Class	Openings	Control System	Cap.	Speed	Fire Svc	Stby Pwr
Car 1	ST5570	6505	93	ThyssenKrupp	Traction	Passenger	6	TAC 50-04	4000	350	Yes	Yes
Car2	ST5571	6506	95	ThyssenKrupp	Traction	Passenger	6	TAC 50-04	4000	350	Yes	Yes
Car3	ST5572	6507	94	ThyssenKrupp	Traction	Passenger	8	TAC 50-04	5000	350	Yes	Yes

<b>Dental School</b>												
<b>650 W. Baltimore St,</b>												
	State Number	Asset Number	File	Manufacturer	Type	Class	Openings	Control System	Cap.	Speed	Fire Svc	Stby Pwr
Car 1	ST5433	5204	83	ThyssenKrupp	Traction	Passenger	6	TAC50	4500	350	Yes	Yes
Car 2	ST5434	5205	84	ThyssenKrupp	Traction	Passenger	6	TAC50	4500	350	Yes	Yes
Car3	ST5435	5206	85	ThyssenKrupp	Traction	Passenger	10	TAC50	4000	450	Yes	Yes
Car 4	ST5436	5207	86	ThyssenKrupp	Traction	Passenger	10	TAC50	4000	450	Yes	Yes
Car 5	ST5437	5208	87	ThyssenKrupp	Traction	Passenger	10	TAC50	4000	450	Yes	Yes
Car 6	ST5438	5210	88	ThyssenKrupp	Traction	Passenger	11	TAC50	3500	450	Yes	Yes
Car 7	ST5439	5209	89	ThyssenKrupp	Traction	Passenger	11	TAC50	8000	350	Yes	Yes
Car 8	ST5440	5211	90	ThyssenKrupp	Traction	Passenger	2	TAC20	4500	150	Yes	No

<b>Donaldson Brown Center Main Bldg.</b>												
<b>200 Mt. Ararat Farm Rd, Port, Deposit, MD.</b>												
	State Number	Asset Number	File	Manufacturer	Type	Class	Openings	Control System	Cap.	Speed	Fire Svc	Stby Pwr
Car 1	ST1479			Otis	Traction	Dumbwaiter	2	Otis	500		No	No
Car2	ST1478	1200		Otis Elevator	Bsmt Traction	Passenger	4	Relay	750	75	No	No

<b>Environmental Health Building 714 W. Lombard St.</b>												
	State Number	Asset Number	File	Manufacturer	Type	Class	Openings	Control System	Cap.	Speed	Fire Svc	Stby Pwr
Car 1	ST1941	1214	48	Dover Elevator	Hydraulic	Passenger	3	DMC 1	3500	100	Yes	No

<b>Frank C. Bressler Building 655 W. Baltimore St.</b>												
	State Number	Asset Number	File #	Manufacturer	Type	Class	Openings	Control System	Cap.	Speed	Fire Svc	Stby Pwr
Car 1	ST1273	1143	12	ThyssenKrupp	Traction	Passenger	14	TAC50	3000	450	YES	YES
Car 2	ST1274	1145	13	ThyssenKrupp	Traction	Passenger	14	TAC50	3000	450	YES	YES
Car 3	ST1275	1147	14	ThyssenKrupp	Traction	Passenger	14	TAC50	3000	450	YES	YES
Car 4	ST1276	1149	15	ThyssenKrupp	Traction	Freight	15/ 1	TAC 50-04	4000	250	YES	YES

<b>General Research Building 111 Penn St.</b>												
	State Number	Asset Number	File #	Manufacturer	Type	Class	Openings	Control System	Cap.	Speed	Fire Svc	Stby Pwr
Car 1	ST1364	6501		MCE	Traction Basement	Passenger	4	VVMC1000 PTC-SCR	2500	200	Yes	No
Car 2	ST1365	6502		MCE	Traction Basement	Passenger	4	VVMC1000 PTC-SCR	2500	200	Yes	No

<b>Health Sciences Facility I 685 W. Baltimore St.</b>												
	State Number	Asset Number	File #	Manufacturer	Type	Class	Openings	Control System	Cap.	Speed	Fire Svc	Stby Pwr
Car 1	ST1591	1224	35	ThyssenKrupp	Traction	Passenger	5	T-IV	3500	350	Yes	No
Car 2	ST1592	1225	36	ThyssenKrupp	Traction	Passenger	5	T-IV	3500	350	Yes	No
Car 3	ST1593	1226	37	ThyssenKrupp	Traction	Passenger	5	T-IV	3500	350	Yes	No



<b>Law / Social Work Building 500 W. Baltimore St.</b>												
	State Number	Asset Number	File #	Manufacturer	Type	Class	Openings	Control System	Cap.	Speed	Fire Svc	Stby Pwr
Car 1	ST3035	4524	69	ThyssenKrupp	Traction	Passenger	6	TAC50	4000	350	Yes	No
Car 2	ST3036	4525	70	ThyssenKrupp	Traction	Passenger	2 / 1	DMC-I	4500	100	Yes	No
Car 3	ST3037	4526	71	ThyssenKrupp	Traction	Passenger	5	DMC-I	4500	125	Yes	No
Car 4	ST3038	4527	72	ThyssenKrupp	Traction	Passenger	5	DMC-I	4500	125	Yes	No
Car 5	ST1287	4528	25	ThyssenKrupp	Traction	Passenger	5	DMC-I	2500	100	Yes	No
Car 6	ST3039	4529	73	ThyssenKrupp	Traction	Passenger	3 / 2	DMC-I	3000	125	Yes	No
Car 7	ST3040	4530	74	ThyssenKrupp	Traction	Passenger	5	DMC-I	3500	100	Yes	No

<b>Lexington Street Garage 660 W. Lexington St.</b>												
	State Number	Asset Number	File #	Manufacturer	Type	Class	Openings	Control System	Cap.	Speed	Fire Svc	Stby Pwr
Car 1	ST2102	1193	59	ThyssenKrupp	Traction	Passenger	9	MVFCL	2500	350	Yes	Yes
Car 2	ST2103	1194	60	ThyssenKrupp	Traction	Passenger	9	MVFCL	2500	350	Yes	Yes
Car 3	ST2104	1195	61	Virginia Controls	Traction	Passenger	10	MCFCL	4000	350	Yes	Yes
Car 4	ST2105	1196	62	Virginia Controls	Traction	Passenger	10	MVFCL	2500	250	Yes	Yes

<b>Maryland Bar Center 520 W. Fayette St.</b>												
	State Number	Asset Number	File #	Manufacturer	Type	Class	Openings	Control System	Cap.	Speed	Fire Svc	Stby Pwr
Car 1	ST 1442			Dover	Hydro	Passenger	5	Oilraulic	2500	100	Yes	NO

<b>Medical Biotechnology Building 725 W. Lombard St.</b>												
	State Number	Asset Number	File #	Manufacturer	Type	Class	Openings	Control System	Cap.	Speed	Fire Svc	Stby Pwr
Car 1	ST1945	1229	50	Dover	Traction	Passenger	6	T IV	3500	350	Yes	Yes
Car 2	ST1946	1230	51	Dover	Traction	Passenger	7	T IV	3500	350	Yes	Yes

Car 3	ST1947	1231	52	Dover	Traction	Passenger	8	T IV	5000	350	Yes	Yes
Sidewalk Lift	ST2005	2280		Gillespie	Base-drum	Sidewalk	1 / 1		5000		No	No

<b>Medical School Teaching Facility MSTF 10 S. Pine St.</b>												
	State Number	Asset Number	File	Manufacturer	Type	Class	Openings	Control System	Cap.	Speed	Fire Svc	Stby Pwr
Car 1	ST1277	1182	16	ThyssenKrupp	Traction	Passenger	9	TAC50	3000	350	Yes	Yes
Car 2	ST1278	1183	17	ThyssenKrupp	Traction	Passenger	9	TAC50	3000	350	Yes	Yes
Car 3	ST1279	1 184	18	ThyssenKrupp	Traction	Passenger	10	TAC50	3000	350	Yes	Yes
Car 4	ST1280	1185	19	ThyssenKrupp	Traction	Freight	12 / 1	TAC50	8000	200	Yes	Yes

<b>MIEMSS 653 W. Pratt St.</b>												
	State Number	Asset Number	File	Manufacturer	Type	Class	Openings	Control System	Cap.	Speed	Fire Svc	Stby Pwr
Car 1	ST1461			Otis Elevator	Hydraulic	Passenger	5	LRS3	2500	125	Yes	No
Car 2	ST1513			Otis Elevator	Hydraulic	Passenger	5	LRS3	2500	125	Yes	No

<b>MPRC Building Spring Grove Hospital 55 Wade Ave.</b>												
	State Number	Asset Number	File	Manufacturer	Type	Class	Openings	Control System	Cap.	Speed	Fire Svc	Stby Pwr
Car 1	ST1098			Elevator Engineering	Hydraulic	Passenger	5	FSD	4000	100	Yes	No

<b>Pearl Street Garage 622 W. Fayette St.</b>												
	State Number	Asset Number	File	Manufacturer	Type	Class	Openings	Control System	Cap.	Speed	Fire Svc	Stby Pwr
Car 1	ST1266	1201	11	Virginia Controls	Traction	Passenger	7	VF-3000	3000	350	Yes	No

Car 2	ST1207	1202	1	Virginia Controls	Traction	Passenger	6	VF-3000	3000	350	Yes	No
Car 3	ST1208	1203	2	Virginia Controls	Traction	Passenger	6	VF-3000	3000	350	Yes	No
Car 4	ST1209	1234	3	Otis Elevator	Hydraulic	Passenger	2 / 1	LRV	3500	125	No	No
Car 5	ST1931	1205	97	Dover	Hydraulic	Freight	2	WRC	6000	125	No	No

<b>Penn Street Garage</b>												
<b>120 S. Penn St.</b>												
	State Number	Asset Number	File	Manufacturer	Type	Class	Openings	Control System	Cap.	Speed	Fire Svc	Stby Pwr
Car 1	ST1235	1219	6	Virginia Controls	Traction	Passenger	10	MVFCL	3500	350	Yes	Yes
Car 2	ST1236	1220	7	Virginia Controls	Traction	Passenger	10	MVFCL	3500	350	Yes	Yes
Car 3	ST1237	1221	8	Virginia Controls	Traction	Passenger	10	MVFCL	3500	350	Yes	Yes

<b>Pharmacy Hall and Addition</b>												
<b>20 N. Pine St.</b>												
	State Number	Asset Number	File #	Manufacturer	Type	Class	Openings	Control System	Cap.	Speed	Fire Svc	Stby Pwr
Car 1	ST1289	1170	26	Virginia Controls	Traction	Passenger	7	MVFCL	2500	350	Yes	Yes
Car 2	ST1290	1170	27	Virginia Controls	Traction	Passenger	7	MVFCL	2500	350	Yes	Yes
Car 3	ST1291	1172	28	Virginia Controls	Traction	Passenger	7	MVFCL	3500	350	Yes	Yes
Car 4	ST5610			Virginia Controls	Traction	Passenger	9/0	MVFCL	4500	350	Yes	Yes
Car 5	ST5611			Virginia Controls	Traction	Passenger	7/0	MVFCL	4500	350	Yes	Yes

<b>Pine Street Annex</b>												
<b>222 N Pine St.</b>												
	State Number	Asset Number	File	Manufacturer	Type	Class	Openings	Control System	Cap.	Speed	Fire Svc	Stby Pwr
Car 1	ST5421	4814	82	ThyssenKrupp	Hydraulic	Passenger	2	TAC20	3000	110	Yes	NO



<b>School of Nursing Building 655 W. Lombard St.</b>												
	State Number	Asset Number	File #	Manufacturer	Type	Class	Openings	Control System	Cap.	Speed	Fire Svc	Stby Pwr
Lift	ST1676			Premiere	ADA Lift	HC	2		750		No	No
Car 1 Old	ST1245	1178	9	ThyssenKrupp	Traction	Passenger	6	TAC50	3500	350	Yes	No
Car 2 Old	ST1246	1179	10	ThyssenKrupp	Traction	Passenger	6	TAC50	3500	350	Yes	No
Car 1 New	ST1537	3298	32	Otis Elevator	Traction	Passenger	7	MVS/GEM	3500	350	Yes	No
Car 2 New	ST1551	3299	33	Otis Elevator	Traction	Passenger	7	MVS/GEM	3500	350	Yes	No
Car 3 New	ST1568	3300	34	Otis Elevator	Bsmt Traction	Passenger	8	MVS/GEM	3500	350	Yes	No

<b>New Social Work — East Building 525 W. Redwood St.</b>												
	State Number	Asset Number	File	Manufacturer	Type	Class	Openings	Control System	Cap.	Speed	Fire Svc	Stby Pwr
Lift	ST5065	6504			ADA Lift	HL/S	1 / 1		750	15	No	No
Car 1	ST2127	1152	63	Delaware Elevator	Hydraulic	Passenger	5	Virginia Control	2500	150	Yes	Yes
Car 2	ST2128	1153	64	Delaware Elevator	Hydraulic	Passenger	5 / 1	Virginia Control	4000	150	Yes	Yes

<b>Old Social Work - West Building 524 W. Redwood St.</b>												
	State Number	Asset Number	File #	Manufacturer	Type	Class	Openings	Control System	Cap.	Speed	Fire Svc	Stby Pwr
Car 1	ST1212	1151	4	Virginia Controls	Bsmt Traction	Passenger	4	MCFVL	2000	100	Yes	No

<b>The Lexington Building 620 W. Lexington St.</b>												
	State Number	Asset Number	File #	Manufacturer	Type	Class	Openings	Control System	Cap.	Speed	Fire Svc	Stby Pwr
Car 1	ST5559	5449	91	ThyssenKrupp	Traction	Passenger	6	TAC5004	3500	350	Yes	Yes
Car 2	ST5560	5450	92	ThyssenKrupp	Traction	Passenger	6	TAC5004	3500	350	Yes	Yes

<b>University Plaza Garage</b>												
<b>500 W. Redwood St.</b>												
	State Number	Asset Number	File	Manufacturer	Type	Class	Openings	Control System	Cap.	Speed	Fire Svc	Stby Pwr
Car 1	ST2065	1192	57	Dover Elevator	Hydraulic	Passenger	5	LMH	2500	150	Yes	No
Car 2	ST2278	1198	68	Virginia Controls	Hydraulic	Passenger	4	MH-3000	3500	200	Yes	No
Car 3	ST5901			Virginia Controls	Hydraulic	Passenger	4	V3MH	2500	150	Yes	No

<b>HSF III</b>												
<b>670 West Baltimore St.</b>												
	State Number	Asset Number	File #	Manufacturer	Type	Class	Openings	Control System	Cap.	Speed	Fire Svc	Stby Pwr
Car 1	ST5794			MCE	Traction	Passenger	14	M4000	4000	350	Yes	Yes
Car 2	ST5795			MCE	Traction	Passenger	15	M4000	4000	350	Yes	Yes
Car 3	ST5796			MCE	Traction	Passenger	11	M4000	3500	350	Yes	Yes
Car 4	ST5797			MCE	Traction	Passenger	11	M4000	3500	350	Yes	Yes
Car 5	ST5798			MCE	Traction	Passenger	12	M4000	3500	350	Yes	Yes
Car 6	ST5799			MCE	Traction	Passenger	12	M4000	3500	350	Yes	Yes
Car 7	ST5800			MCE	Hydro	Passenger	2	Hmc2000	3500	350	Yes	Yes
ADA Lift	ST5802				Screw	Lift	2		750	15	No	No

**END OF SECTION 00400/ARTICLE 2**

## SECTION 00400

### ARTICLE 3 – SPECIAL CONDITIONS

- A. The Contractor understands and agrees that work beyond that estimated may be assigned to him and in that event he agrees to perform such work in accordance with the terms herein.
- B. The University reserves the right to complete particular projects through this Contract, through the use of UMB employees or to obtain separate Contracts through its normal procurement process according to the best interests of UMB.
- C. UMB reserves the right to assign UMB personnel employed in various trades to projects under this Contract and/or to perform a portion of the work under a particular project.
- D. The Contractor must be able to deliver all said labor and standard items of material and equipment within time frame confirmed in the Purchase Order(s) for each scope of work. 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.
- E. The Contractor shall maintain a local office with telephone available for receiving and making calls throughout the working day and shall have available locally sufficient storage space for materials and equipment if his office and principal place of business is not located within 50 miles of the University.
- F. The Contractor shall designate an Account Manager as key personnel to be assigned to this contract. Refer to Section 00300 for defined roles of these personnel.
- G. The Account Manager should be readily available to review all phases of the contract and/or project(s) when requested by UMB. No changes can be made to the key personnel without the written approval of UMB via the issuance of a contract amendment by UMB Construction & Facilities Strategic Acquisitions.
- H. The Contractor shall perform the work under this Contract on the job site in the presence of UMB employees, other UMB Contractors and/or Subcontractors, whether union or non-union and shall complete the work assigned in the time required. If off-site work such as shop fabrication, UMB shall be so notified at the time the Not-to-Exceed price is provided by the Contractor. UMB reserves the right to inspect such off-site work at any time.
- I. 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 Facilities and Operation Personnel (Shop Manager and Senior Manager of

Mechanical Trades).

**END OF SECTION 00400/ARTICLE 3**

## SECTION 00400

### ARTICLE 4 - RATES AND MARK-UPS

#### A. CONTRACTOR'S LABOR RATES

1. It is understood and agreed that the cost of all of the following items shall be included in the Contractor's Labor Rates. These are not intended to be a complete listing.
  - a. Salaries of the Contractor's executive officers and office employees in whatever capacity employed, including such time as is spent at the job site or elsewhere in connection with the work, or time spent in consultation with University's representatives.
  - b. Expenses incurred in conducting the Contractor's business and his offices wherever located.
  - c. The Contractor's legal expense in connection with any work under the Contract.
  - d. 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.
  - e. Premiums for insurance for this Contract as required by the Specification or by the law to carry including Contractor's Liability, Property Damage, vehicle Insurance on tools and equipment as stipulated in the Specifications.
  - f. Fringe benefits for health and welfare, Workmen's Compensation insurance, vacations, holidays and pensions furnished by the Contractor.
  - g. Tools and construction equipment of all types including maintenance, loss and breakage as required to complete the work.
  - h. Overtime or incentive pay.
  - I. Accounting records.
  - J. All costs incurred by the Contractor in connection with the Guarantee as specified.
  - k. Overhead of general expenses of any kind not expressly indicated in the Specifications.
  - l. All overhead and profit associated with labor.
  - m. Trucking, including use of truck and all fuel, depreciation, maintenance, and repair costs.
  - n. Expense incurred in complying with the labor and equal opportunity provisions of the Contract.
  - o. Travel costs for Contractor's business operation or employee's residence to job site of University of Maryland, Baltimore.
  - p. 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.

2. The University will reimburse the Contractor as "labor cost" as follows:
  - a. Contractor's Contract Manager, when required, at the scale or hourly cash wages as designated in the Contractor's Bid Price. Labor cost shall include all workmen directly employed for the project and shall include all items noted in Paragraph A above.
  - b. Contractor's Service Technician, when required, at the scale or hourly cash wages as designated in the Contractor's Bid Price. Labor cost shall include all workmen directly employed for the project and shall include all items noted in Paragraph A above.
  - c. Contractors' Trade Personnel: Only for helpers, laborers, apprentices, carpenter, and trade or craft foreman at the scale or hourly cash wages as designated in the Contractor's Bid Price. Labor cost shall include all workmen directly employed for the project and shall include all items noted in Paragraph A above.
3. The normal work hours for the Contractors shall be 7:00 AM through 3:30 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 University FM and indicated on University authorized Purchase Order (as noted in 00400/Article 1, Paragraph D). Overtime shall be shown in the Offer for change order work.
4. 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.
5. In the event an emergency exists which would require immediate overtime work, an authorized representative of the UMB Facilities and Operations, Department of Operations and Maintenance 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 Facilities and Operations, Department of Operations and Maintenance 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.
6. In the event that overtime work is required by the Facilities and Operations,

Department of Operations and Maintenance it will be recognized as a "job cost" only if a change order amendment to the purchase order change order has been issued to the Contractor's 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.

7. 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.

**B. "JOB COSTS" FOR WHICH THE CONTRACTOR WILL BE REIMBURSED**

(Material, Subcontractor & Equipment Rental on a cost plus fixed percentage mark-up per the Contractor's Bid Price).

1. The net cost of all materials including applicable federal or state taxes thereon plus the fixed percentage mark-up will be applicable for payment. The Contractor upon the request of Facilities and Operations, Department of Operations and Maintenance will provide copies of actual invoices; however, the Contractor will be required to provide to Facilities and Operations, Department of Operations and Maintenance with its Certificate of Payment and Application for Payment copies of applicable Purchase Orders for material costs (see Section 00400, Article 4, paragraph C.2, below for further explanation).
2. All payments made for Subcontractors cost plus fixed percentage mark-up.
3. Equipment rental will be handled same as "B. 1 "above.
4. Equipment owned by a firm, for which the University will be invoiced for its use, will be charged at daily rates noted on the Bid Price Form.

**C. RECORDS OF PROJECT COSTS TO BE PROVIDED BY THE CONTRACTOR:**

1. Records: All the below listed items, records, and reports shall be furnished to the University as required by the Contractor's office staff (the cost of which is included in the Contractor's quoted labor rates). See paragraph C. 2 below as to documentation to be provided by the Contractor with Certificates of Payment. When requested by the University, the Contractor is required to furnish any records within ten (10) days of the request. The Contractor shall retain the following records for three (3) years after completion of a project:
  - a. Purchase Orders and invoices for materials inclusive of tool rentals as well as proof of payments (canceled checks);
  - b. Subcontract agreements as well as proofs of payments (canceled

- checks); and,
- c. Payroll records for all of the Contractor's personnel inclusive Contract Manager, Service Technician and trade people.
  - d. Final billings on an assigned project must be submitted to the University for processing. Failure to submit this required final invoice will result in the final invoice being returned to the Contractor for compliance.

2. Billing Format:

- a. Contractor is to provide a schedule of values to the University for approval prior to the submission of the first progress billing.
- b. With each submission, the Contractor is to attach the following back-up information:
  - i. Copies of purchase orders (PO's) for material costs billed inclusive of transportation charges; if, however, the materials used are not specifically purchases for such work but are taken from the Contractor's stock, then in lieu of the P.O., the Contractor shall provide a written statement as to what these materials are, accompanied by an affidavit of the Contractor which shall certify that such materials were taken from the stock, that the quantity claimed was actually used, and that the price and transportation of the materials as are claimed represent actual cost.
  - ii. Statement of labor costs inclusive of name, classification, total hours for each, rate and extension total for work performed by the Contractor's own forces.
  - iii. Copy of any subcontractors' invoices which are applicable.

**END OF SECTION 00400/ARTICLE 4**

**END OF SECTION 00400**

**SECTION 00500**

**INTENTIONALLY OMITTED**

**SECTION 00600**

**INTENTIONALLY OMITTED**

SECTION OO700

GENERAL TERMS AND CONDITIONS FOR MAINTENANCE  
DATED DECEMBER, 2020

ISSUED AS SEPARATE DOCUMENT

**SECTION 00800**

**INTENTIONALLY OMITTED**

**Attachment A**  
**Technical Proposal Forms**  
**SEE SEPARATE ATTACHMENT**

The following forms must be included within the Technical Proposal. However, please refer to Section 00300 for further required contents of the technical proposal. Completion of these forms is not the entire technical proposal.

Bid/Proposal Affidavit  
"Key Personnel Form" for Contract Manager  
"Key Personnel Experience/References (3) for Contract Manager  
"Key Personnel Form" for Lead Mechanic  
"Key Personnel Experience/References (3) for Lead Mechanic  
"Key Personnel Form" for Elevator Adjustor  
"Key Personnel Experience/References (3) for Elevator Adjustor  
Proposer's Experience Forms (3)  
Specific Background  
Firm Equipment Experience  
Local Capabilities  
Engineering Capability  
Spare Parts Supply and Network  
Reporting and Monitoring Services  
Company Profile  
Annual Sales  
Statement of Approach  
Acknowledgment of Amendment(s) (if any)

It is the Proposer's responsibility to thoroughly review the RFP documents, in particularly Section 300, to ensure all required contents are submitted.

**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.**

**ATTACHMENT C  
CONTRACT FORM**

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

**Standard Form of Maintenance Contract  
Contract Affidavit**

STANDARD FORM OF MAINTENANCE CONTRACT  
CONTRACT # C \_\_\_\_\_

This Standard Form of Maintenance Contract (SFMC) is made by and between the University of Maryland at Baltimore ("University") and \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_, Maryland \_\_\_\_\_, FID # \_\_\_\_\_ ("Contractor") on  
the date signed by the University below.

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

## 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 D - H  
INTENTIONALLY OMITTED**

**ATTACHMENT I  
UNIVERSITY OF MARYLAND, BALTIMORE  
SOLICITATION TERMS AND CONDITIONS  
FOR CONSTRUCTION/MAINTENANCE PROJECTS  
ELEVATOR MAINTENANCE  
RFP91166DM**

**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 Section 00100**

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

#### **7. Questions, Inquiries, Clarifications, and Addenda**

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

Should a Proposer find discrepancies in the 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:

[http://comptroller.marylandtaxes.gov/Vendor\\_Services/Accounting\\_Information/Static\\_Files/GADX10Form20150615.pdf](http://comptroller.marylandtaxes.gov/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf)

**20. Minority Business Enterprise Notice**

Minority Business Enterprises are encouraged to respond to this solicitation. For 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