

**REQUEST FOR PROPOSAL
FOR
WINDOW CLEANING SERVICES
AT
UNIVERSITY OF MARYLAND, BALTIMORE
&
UNIVERSITY OF MARYLAND, BALTIMORE COUNTY**

RFP89998JL

ISSUED: January 14, 2022

**PROCUREMENT/ISSUING
OFFICE:**

Construction and Facilities Strategic Acquisitions
University of Maryland, Baltimore
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)

UMBC Facilities Management
University of Maryland, Baltimore County (UMBC)

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
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AT
UNIVERSITY OF MARYLAND, BALTIMORE**

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RFP89998JL - SOLICITATION SCHEDULE

Issue Date: January 14, 2022

Pre-Proposal Meeting: **Tuesday, January 25, 2022 at 10:00 am**
Refer to Section 00100, Paragraph D for further information.

Questions Regarding Solicitation Due: Wednesday, February 02, 2022
(See Section I, Para C.3)

Initial Technical Proposal Due: **Tuesday, February 08, 2022 on or before 2:00 pm**
(to be submitted electronically via email; see instructions in Section 00100, Paragraph E., required contents are detailed in Section 00300, Article 1.)

Anticipated Date of Notification following the Initial Technical Evaluation regarding shortlist: February 25, 2022

Oral Discussions (optional) of **shortlisted** Proposers: Thursday, March 3, 2022 from 9:00 am to 4:00 pm
(Refer to Section 00300, Article 3, Paragraph A)

Anticipated Date of Notification following the Second Technical Evaluation regarding final shortlist: Tuesday, March 8, 2022

Site Visit: Week of March 14 to 18, 2022, time TBD. Details to be provided to the final shortlisted Proposers. Masks must be worn by attendees.

Anticipated Price Proposal Due: March 31, 2022 on/before 5:00 pm
(Only the final shortlisted Proposers) 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 April 8, 2022

Contract executed by selected Contractor:

April 15, 2022 (Projected)

Contract Commencement:

May 1, 2022 (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 and highly skilled contractor to provide cleaning of building window glass on a per requested need:
(see Section 00400 for more detailed description)
 - a. both inside (includes interior partition glass) and exterior of occupied buildings for the University of Maryland, Baltimore (UMB) Campus; and
 - b. exterior only of occupied buildings for the University of Maryland, Baltimore County (UMBC) Campus
2. The Contractor must be experienced, qualified and highly skilled to provide all labor, materials, equipment, supplies, supervision and other resources for window cleaning services.
3. The initial Contract will be for the period of twelve (12) months, beginning May 1, 2022 and ending April 30, 2023. 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") and "UMBC Standard General Conditions for Maintenance Contracts", (which is contained in this RFP as Section 00800 "Supplemental 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 May 1, 2022.

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: Joseph Lee
email to: Joseph.lee@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:

Jean M. Graziano
Procurement Officer
Executive Director
University of Maryland, Baltimore
Construction & Facilities Strategic Acquisitions

Office: 410-706-1797
Email: jgraziano@umaryland.edu

E. PRE-PROPOSAL CONFERENCE:

1. A **Pre-Proposal Conference** will be held virtually via video-conferencing (Webex) **Tuesday, January 25, 2022 at 10:00 a.m.**

[Join Webex meeting](#)

Meeting number (access code): 2624 476 4703 Meeting password: AUgcFVdW659

Tap to join from a mobile device (attendees only)

[+1-202-860-2110](tel:+1-202-860-2110),[,26244764703###](tel:+1-202-860-2110) United States Toll (Washington D.C.)
[+1-415-655-0001](tel:+1-415-655-0001),[,26244764703###](tel:+1-415-655-0001) US Toll

Join by phone

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

+1-415-655-0001 US Toll

[Global call-in numbers](#)

2. Attendance is *not mandatory*, but is strongly recommended as clarifications may be provided.
3. 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.

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

1. Refer to UMB web link

<https://www.umaryland.edu/coronavirus/content/campus-operations/covid-19-guidance-for-contractors.php> in regard to COVID-19 Guidance for Contractors.

2. Refer to UMBC web link

<https://covid19.umbc.edu/health-resources/safe-on-campus-behavior-during-covid-19/>

F. TECHNICAL PROPOSALS:

1. **Technical Proposals** must be submitted electronically via email to 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: 02-08-2022 RFP89998JL – 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 RFP89998JL dated January 14, 2022 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's Facilities Management Office 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 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,
5. Acknowledgement of Contractor Guidelines for Covid-19

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, administration, communication of this contract and be the prime contact person for the Universities. May also provide onsite management as needed: supervision of the trade contractors as needed, reviewing the project in the field when required with a University's PM representative or designee and be the channel for inquiries concerning work in progress (i.e. maintain project schedule) and work to be started under this contract. The Project Manager should have a minimum of five (5) years' experience in the position of Project Manager. The University will accept only one

(1) person in this role.

Field Superintendent/Foreman: The Field Superintendent is a Contractor employee who will be involved full-time (100%) onsite from start of Maintenance field activities to completion of project, and is able to make decisions while in the field. (This is not a General Superintendent who is supervising several projects from an executive oversight role and who only visits field sites occasionally.) This person will be responsible for the overall direct supervision of the subcontractors, daily coordination of the work on site, maintenance of the schedule, on site management such as material delivery, fall protection, etc. The Superintendent/Foreman should have knowledge of safety hazards and OSHA/MOSA requirements. The Field Superintendent/Foreman should have a minimum of five (5) years' experience in the position of Field Superintendent.

NOTE: The Key Personnel Forms were developed for use on this procurement to ensure 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.

NOTE: Personnel Commitment: By submitting these names for consideration, the Bidder is committing these people to UMB for this Window Cleaning Service contract, if awarded. No personnel changes will be permitted without written authorization from the University.

Provide the name of the Contract Manager and Field Superintended to be assigned to this contract, if awarded, and complete the Key Personnel Forms 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.
- **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;
- **Key Personnel References**
Provide **three (3)** references, preferably the contracts/projects references listed in #1.2 below, **successfully been completed within the past five (5) years from issue date of bid** on the proposed key person inclusive of contact person, phone number in the space provided on the Key Personnel Forms.

Such 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, Owner, 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.**

1.2 **SIMILAR CONTRACT/PROJECT EXPERIENCE:**

(page 2 of the Key Personnel Forms) similar to UMB's Window Cleaning Services, including similar in scope, nature and complexity of the outlined bid, size and setting (urban environment and higher education), preferably the projects listed in #2 below with a minimum of three (3) 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) Contract/Project Description: Brief description of each contract/project including type of work performed (i.e. restoration cleaning, and maintenance cleaning, etc.), and setting (interior, occupied setting, urban environment, higher education, etc.). Contract/Project was under a Maintenance contract, T&M, Not to Exceed, etc.
- c) Key Person's role on each selected contract/project.
- d) Dollar amount of contract/project.
- e) The start date and completion date or projected completion of the contract/project;
- f) Reference Contact/Project: valid name, telephone number, and email address

2. FIRM EXPERIENCE AND REFERENCES:

2.1 FIRM EXPERIENCE:

Complete the Proposer's Firm Experience Form (found in Attachment A), for three (3) contracts/projects, **successfully been completed within the past five (5) years from issue date of bid**, which are similar to work to be performed under this contract inclusive of: scope, nature and complexity of the outlined bid, size and setting (urban environment and higher education) and site constraints.

In order to be considered as experience, these projects **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 office in order to be considered.

These contracts/projects should demonstrate your firm's experience with work in occupied buildings and higher education. As indicated on the form, the following information is to be provided for each project as follows:

- a. Contract /Project Name and address (location)
- b. Contract/Project Description: A concise but detailed description of each contract/project including type of work performed (i.e. restoration cleaning, and maintenance cleaning, etc.), and setting (interior, occupied setting, urban environment, higher education, etc.). Contract/Project was under a Maintenance contract, T&M, Not to Exceed, etc.
- c. Key Person's role: on each selected contract/project
- d. The dollar amount of this contract/project, final project, and percentage increase (or decrease) for the contract/project(s)
- e. The start date and completion date or projected completion of the contract/project;
- f. Reference Contact/Project: valid name and telephone number;
- g. Similarities of the reference project(s) to this project

2.2 **References**

- a. As part of the second phase technical evaluation process of shortlisted firms, the University intends to contact one or more of the Customer/Project Owner references (both for the firm and the key personnel) using the information provided by the proposer (above) for the purpose of establishing experience. It

is preferable that an Owner/Client be given as a reference, but for those Firm Experiences where the Proposer was a trade contractor/sub-contractor, it is acceptable to provide the General Contractor as the reference contact. Proposers should verify the accuracy of the reference contact information before submitting their proposal. The University will hold all reference data in strict confidence.

- b. All references should include a contact person who can comment on your firm's and/or Key Personnel's ability and performance on a project of this type. It is imperative that contact names, email addresses, and phone numbers (including extensions and/or voicemail prompts) be given for the projects listed and be accurate.
- c. The University reserves the right to check other reference sources at its sole discretion, including sources not identified by the proposer. The University may also consider the performance of the proposer on any/all projects performed for the University prior to submittal of this proposal, including ongoing/active projects, whether identified by the proposer or not.

2.3 To be considered as experience, projects must meet criteria as follows:

- A. 1 of 3 should include Restoration and Maintenance Cleaning
- B. 1 of 3 should include High Rise (minimum 10 stories) experience.
- C. 2 of 3 must be in an occupied setting with higher consideration if this is the case for all three projects
- D. 1 of 3 must be set in Higher Education / Academic Healthcare setting, with greater consideration given if more than one.

3. COMPANY PROFILE:

- a. Company Profile: (Form found in Attachment A of the forms package.) Provide a brief but informative history of your firm inclusive of (i) how your firm has developed over the years, (ii) type of work done, (iii) client base, (iv) number of employees inclusive of a breakdown among office and field and supervisory and non-supervisory, (v) your firm's bonding capacity, (vi) your firm's EMR rating, Note: At its sole discretion and if deemed in its best interest, the University may request a Dun & Bradstreet Report inclusive of Rating and/or recent Financial statement.
- b. By completing the Company Profile Form [3 (a) above] Proposers will provide their

Annual Construction Volume/Number of Projects for the last three (3) years.

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

4. STATEMENT OF APPROACH:

Provide a detailed but concise, overall description (developed in response to this bid) of **how** your firm will organize and manage this contract and **how** work will be performed by your firm 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. Describe how your firm is trained to perform the required window cleaning to the interior and exterior windows on UMB's & UMBC's Buildings.
- b. Describe how your firm carries out safety practices before performing any kind of window cleaning services on UMB's & UMBC's Building.
- c. List the equipment that you possess that will enable you to perform the contract.
- d. Particular challenges which this contract present and how your firm would address these challenges.
- e. Describe firms approach of personnel at the same time at both UMB & UMBC campuses.

- 5. 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**.

- 6. Acknowledgement of Receipt of Addenda Form:** If any addenda to the solicitation documents are issued prior to the due date and time for Technical Proposal, this form (found in **Attachment A**) is to be completed, signed, and included in the Proposing Contractor's Technical Proposal.

- 7. Acknowledgement of COVID Guidelines for Contractors**

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 the UMB.

1.3 Technical Evaluation

The intent of this RFP is to provide Window Cleaning Contractors an opportunity to present their qualifications, experience, and staffing approach to providing the scope of services in relation to the needs of 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 the 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 the 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 & References,
Firm Experience & Reference;
Company Profile/Annual Sales/Current Workload; and
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 Academic Healthcare / 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 Contract 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

**SECTION 00400
SCOPE OF WORK**

WINDOW CLEANING SERVICE

ARTICLE 1 – GENERAL PROVISIONS

A. BACKGROUND

1. UMB:

The University of Maryland is a public institution with the multiple missions of education, research, patient care and public service. The 71-acre research and technology complex is located in downtown Baltimore, a city that has become a model for urban rebirth and vitality. The UMB complex has over 6,875 faculty members and staff, and approximately 6,368 students enrolled in seven professional and graduate schools: School of Dentistry, School of Law, School of Medicine, School of Nursing, School of Pharmacy, School of Social Work and Graduate School.

2. UMBC:

Established in 1966, the University of Maryland, Baltimore County (UMBC) is one of twelve institutions that along with two regional centers constitute the University System of Maryland. UMBC is located on 482 acres with 4.2 million gross square feet and only 15 minutes from Baltimore's Inner Harbor and 30 minutes from Washington D.C. and five minutes from BWI Airport. UMBC has over 12,000 enrolled students between both Undergraduate and Graduate programs.

B. SCOPE

The intent of this procurement is to award an annual contract with optional renewal options, to a firm highly skilled in cleaning of building window glass, both inside (includes interior partition glass) and outside of occupied buildings for UMB and exterior only for UMBC occupied buildings. The cleaning will be broken into two (2) categories; restoration cleaning and maintenance cleaning. It is the intent of the University to request a cost per location. As noted, these areas will be interior and exterior maintenance and exterior restoration cleaning for UMB and exterior maintenance and restorative cleaning only for UMBC.

This work will be performed on a per requested need. The University makes no commitments as to the number of frequencies of cleaning through the course of the contract term.

C. CONTRACT TERM

The initial Contract is to be issued for a period of twelve (12) months, beginning May 1, 2022 and ending April 30, 2023. 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. Contractor may submit a written request annually

for rate 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.

UMB will use the U.S. Bureau of Labor Statistics, Producer Price Index (PPI) Industry Data to monitor any such rate adjustment requests for reasonableness. Rate adjustments will be made in accordance with the month - month period for the preceding year in accordance with the percentage change of the U.S. Bureau of Labor Statistics PPI Industry Data, Industry Group for Nonresidential building maintenance and repair, Series Id: PCU2381MR2381MR, issued for Product type: Nonresidential building maintenance and repair. UMB will use the November 2021 index of #133.199(P) as the benchmark.

All such rate adjustment requests will be calculated using a simple percentage method.

The following example illustrates the computation of percentage change:

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

D. IMPLEMENTATION

The University's Facilities Management (FM) will:

(i) prepare a written scope (specifications and/or drawings on which specifications noted) of work on each project inclusive of time frame/schedule; and,

(ii) conduct a site visit with Contractor. Contractor will provide to FM of UMB or UMBC campus a cost per location as in Proposal Price (Proposal Price Tabulation Forms) and a statement as to proposed time frame to complete the work.

1. The awarding Contractor shall provide within ten (10) days after notice of award the name of up to two (2) personnel and contact information that will be 100% on site supervisors and who will be available for assignment(s) during the term(s) of this contract. These personnel will be responsible for the direct supervision of the trade contractors, daily coordination of the work on site to maintain the project schedule. The Contractors supervisors should also be readily available to review all phases of the project when requested by the University.

Any supervisors' personnel changes by the Contractor identified in D. 1 above must be reviewed and approved by UMB's or UMBC Facility Management. No changes can be made to the Contractors supervisor personnel without the written approval of the University via the issuance of a contract amendment by Construction & Facilities Strategic Acquisitions.

2. The Contractor shall also confirm that they can complete the project within the specified time frame/schedule given in the scope or they must provide an alternate project time frame (i.e. three days given in scope - confirming that they can complete in three days or an alternate completion time frame: i.e. it will take five days to complete).

3. 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.

4. The Contractor will complete work for a particular project under the contract price by location as identified in Price Proposal (Bid Price Tabulation Forms). In no instance will a project cost the University more than the pricing by location in Price Proposal; if a project does exceed the fixed cost of Price Proposal, without the written approval of the University, the Contractor will be solely responsible for costs in excess.

5. All communications on projects are to be directed to the designated University Project Manager of FM only. No instructions, directions, and information are to be given to the Contractor by any other University personnel. All change order work shall not proceed **until** an additional purchase change order has been issued by Construction & Facilities Strategic Acquisitions for additional work and the applicable additional cost.

6. If during the term of this contract, the Contractor is awarded other bid projects, it is expected that the Contractor will assign separate work crews and supervisory teams to all concurrent projects to ensure that no job schedule is affected by inadequate manpower levels.

7. The University reserves the right to terminate the contract at any time for unsatisfactory service or performance, unsatisfactory service of performance includes a failure to perform services specified herein with qualified and trained service technicians, failure to respond to an authorized service call within maximum time, hereinafter specified, and failure to meet other requirements as specified in this Bid.

8. Any changes, adding and/or deleting of: location, price, etc. must be approved by the University, Construction & Facilities Strategic Acquisitions and an official Amendment will be issued to provide a listing of the changes to the contract.

END OF SECTION 00400/ARTICLE 1

SECTION 00400

ARTICLE 2- SPECIFICATIONS

A. General Scope:

The intent of this procurement is to award an annual contract with optional renewal options, to a firm highly skilled in cleaning of building window glass, both inside (includes interior partition glass) and outside of occupied buildings. The cleaning will be broken into two (2) categories; restoration cleaning and maintenance cleaning. It is the intent of the university to request a cost per location. As noted, these areas will be interior and exterior maintenance cleaning and exterior restoration cleaning for the UMB portion of this contract and exterior cleaning only for the UMBC portion of this contract.

1) Washing Specifications:

- a. *Quality of Work:*** Windows shall be washed clean and free of streaks, smears and visible soap residue. Accumulated dirt, paint specs, or other foreign debris must be removed from windows. Frames shall be scrubbed to remove all dried dirt, insects, debris and other materials to be considered clean by the university representative. Windowsills shall be washed clean and all drippings wiped dry.
- b. *Contractor Supplies and Equipment:*** Contractor must furnish all equipment and supplies needed to carry out the window washing services specified at no extra cost to the university. All equipment and supplies used must be capable of performing all operations in accordance with specifications.
- c. *Equipment and Supplies Safety:*** Prior to start of work, all Contractor equipment shall be safety checked to conform to all applicable state, local and OSHA regulations.

The university reserves the right to request the removal from the work site any supplies and/or equipment it deems does not meet the aforementioned codes or regulations. In addition, it may request the halt of any unsafe practices observed in carrying out the contracted service. This will in no way relieve the Contractor of complying with the wash schedule.
- d. *Material Safety Data Sheets:*** Prior to starting, Contractor must provide Material Safety Data Sheets (MSDS) for all products used on site.
- e. *Safety for Overhead Work:*** Window washers shall close off area(s) and post signs indicating the area(s) are closed to pedestrian traffic when working over entrances, traveled walkways or any area where people might cross below workers. Signs should indicate that men are working above. All equipment, apparatus or rope coils on the ground level shall also be marked off with cones and signs warning pedestrian traffic. Contractor shall provide safety cone and signs.
- f. *Inside Work:*** If any items need to be moved away from windows, the Contractor

shall notify the University Project Manager (PM) and the University PM shall notify the University Department to move items. Any items moved shall be moved back by University personnel. All water and cleaning solution drippings shall be thoroughly removed and wiped dry before items are returned to their original location(s). Workers shall carry stepladders with them for washing inside of windows. Workers shall not stand on furniture or windowsills. Workers will give occupants every opportunity to clear window areas prior to washing.

g. *Damage:* Any damage to windows, building, occupant's furniture, equipment or occupant work papers shall be reported immediately to the university representative. Contractor shall notify university representative of any existing deterioration in windowsills or frames prior to working on them.

2) Scheduling:

a. *Work Hours:* Coordinate the washing schedule with University PM representative. Washing is to be performed Monday through Friday during daylight hours, normally between 7:00am and 5:00pm.

b. *Schedule Wash:* Cleaning must be scheduled with university representative at least one week prior to scheduled wash date. Confirm the scheduled wash date in writing, email's okay.

c. *Reschedule Wash:* A scheduled wash can be rescheduled only once. Rescheduled work must begin no later than one week after original scheduled washing date. Contractor shall notify the university representative in writing at least 48 hours before the originally agreed upon date to make any changes to washing dates to allow university representative time to notify building occupants.

d. *Consecutive Wash Days:* Work shall be done on consecutive days, unless pre-approved by university representative. Inside work may be performed on days with bad weather, as long as it is within the agreed upon schedule.

e. *Total Work Time:* Work for each building must be finished, to the satisfaction of the university representative, no later than 10 working days after the start date. This two week period may be extended at the sole discretion of the university representative.

f. *Site Visit:* Prior to any scheduled cleaning – Contractor must visit the site with the university representative to inspect existing the rooftop spaces and equipment. Any damage to the inspected items after the site inspection or during cleanings will be the responsibility of the Contractor.

3) Personnel Performance and Supervision:

a. *Personnel:* Contractor shall have in their employ, or under their control, sufficient

qualified and competent personnel to perform work promptly and in accordance with Contract schedules and requirements.

b. *Supervision:* Contractor shall provide all supervision on site to coordinate and inspect work.

c. *Daily Check In/Out:* The on-site supervisor of Contractor workers shall check-in with the university representative daily prior to starting work. On-site supervisor will contact the university representative or designee for inspection after completing the daily work schedule.

d. *Performance:* Contractor's personnel must be capable of performing at an effectiveness level in accordance with specifications and industry standards. All work shall be performed in a workmanlike manner and in compliance with all federal, state and local laws and codes. The university requires quality washing done in a competent manner. All workers shall be required to wash windows clean with a minimum of prompting or direction from university staff.

e. *Substandard Work:* Contractor will correct or cause to have corrected any substandard work as requested by the university.

f. *Prohibited Actions:* University environs are smoke-free inside and have designated smoking areas outside. Contractor and their employees are expected to adhere to the designated smoking areas outside while engaged in contractual work. Contractor will be required to remove any worker who violates the non-smoking rules or does not adhere to the designated smoking areas outside or any employee who reports to the job manifesting evidence of alcoholic beverages or illegal drug use.

g. *Reassignments:* The Contractor shall utilize on this contract, only workers that are skilled in the tasks to which they are assigned. The university reserves the right to require the reassignment of an employee or employees as the university may deem necessary. Reasons for this request may be, but are not limited to: poor work performance, incompetence, carelessness, disruptive or otherwise objectionable behavior. The request for reassignment is in no way a call for dismissal. It is just a request for the individual to be reassigned away from the university facilities.

h. *Notification of Occupants:* Contractor's on-site supervisor or worker(s) should inform the University PM, fifteen (15) minutes prior to arriving at floor(s), so the University PM can notify tenants prior to contractor arriving at a floor, area or section that they are going to begin washing interior windows. Washing crews should give tenants every opportunity to clear windowsills or any other obstacle.

i. *Occupant Safety:* Work shall be done in such a manner that creates a safe working and walking situation for occupants of the building. Work shall be done in a manner which limits disruption to building occupants and that does not compromise the security of the work of occupant.

B. General Guidelines:

Work shall include washing, scraping, and pumicing (outside only) of all inside and outside glass as necessary to thoroughly clean the surfaces. Pumicing is defined as use of a pumice stone. Scraping is defined as removal of taping and other marks on windows. All exterior building glass is included unless it is specifically excluded. Glass in building lobby's is included, both sides. Once any glass surface is cleaned, streaks, smudges or smears will not be visible.

When both inside and outside of windows are being cleaned, clean the inside first. If there are window tracks or other cavities which may have collected dirt or particles – clean these areas first. Wipe/clean the interior frame prior to cleaning the track.

Glass transoms, glass work in doors, fixed side doors lights, picture type windows and storm windows are to be cleaned on both the exterior and the interior.

Windows with screens or grill work shall be cleaned. Cleaning method shall be by whatever means the contractor chooses; e.g., boatswain's chair, ladder, etc. Ordinary window screens shall be removed by the contractor and replaced after window has been cleaned.

Exterior cleaning procedures should also ensure that the wind is not blowing the cleaning solution and residue onto already cleaned glass. Cleaning should begin with soaking the glass surfaces with clean water and soap solution to loosen dirt or debris. Using a mild, non-abrasive commercial window washing solution, uniformly apply the solution to the glass surfaces with a brush, strip washer or other non-abrasive applicator. Immediately following the application of the cleaning solution, a squeegee should be used to remove all of the cleaning solution from the glass surface. Care should be taken to ensure that no metal parts of the cleaning equipment touch the glass surface and that no abrasive particles are trapped between the glass and the cleaning materials. All water and cleaning solution residue should be dried from window gaskets, sealants and frames to avoid the potential for deterioration of these materials as the result of the cleaning process.

When uses of razor blades or scrappers are necessary, a new 1" razor blade may need to be used. Use of blades larger than 1" is not allowed. If the razor blade or scrapper is used, it should only be used on small spots. Any scraping done should be in one direction only, never scrape in a back and forth motion.

C. Exteriors:

Start cleaning at the top of the building and continue to lower levels

Soak the glass surface with a clean water and soap solution to loosen dirt and debris

Use a mild, non-abrasive commercial window cleaning solution

Use a squeegee to remove all of the cleaning solution

Dry all cleaning solution from window gaskets, sealants and frames

Be aware of and follow trade associations cleaning recommendations

Watch for and prevent conditions that can damage the glass

Do not use scrapers larger than 1” for cleaning glass
Do not allow dirt and residue to remain on glass for an extended period
Care shall be taken to avoid damage to tinted or coated glass in direct sunlight
Do not allow water or cleaning residue to remain on the glass or adjacent materials
Do not begin cleaning without rinsing excessive dirt and debris
Do not use abrasive cleaning solutions or materials
Do not allow metal parts of cleaning equipment to contact the glass
Do not trap abrasive particles between the cleaning materials and the glass surface
Do not allow splashed materials to dry on the glass surface

D. Definitions:

1) Restoration Cleaning (outside):

- a. Defined as a lengthier process with the intention removing those particles which have become imbedded and/or otherwise affixed to the glass surface
- b. Pumicing and/or scraping may be required

2) Maintenance Cleaning (outside/inside):

- a. Defined as a quick process with the intention of cleaning the glass surface of airborne pollutants
- b. By general use of an approved; window washing solution, squeegee and rags
- c. Scraping may be required

E. Staging Plan:

1) Any existing anchor points on any university building may be used – providing the awarded firm validates its condition. The university will not incur additional fees related to testing and certification of existing rooftop anchors nor will the university be held liable for their condition.

2) Firms shall thoroughly investigate rooftop spaces with the intention of determining method and/or process of staging each location. The selected staging process must comply with governing regulatory body, current edition (OSHA/MOSA/ I-14.1) and such, not damage university/state property with the selected rigging method at any given location. Employees must be properly trained and certified as required by these agencies.

3) Method or process of rooftop staging will not be defined by the university.

F. UMB Notes:

- 1) The Bressler Research Building (BRB) includes two enclosed bridge leading to the hospital complex.
- 2) The School of Social Work (SSW) requires that only clean water be used inside the building. No cleaning solution shall be used on the inside of the SSW. The West side of the SSW has screens on the North, South, and West side.
- 3) The Health Science Facility 1 (HSF 1) includes an enclosed bridge leading to the Medical School Teaching Facility (MSTF).
- 4) 737 W. Lombard Street has screens
- 5) East Hall Building has screens
- 6) 100 N. Greene Street has storm windows
- 7) Davidge Hall has storm windows

G. Job Specific Conditions:

- 1) Building shall be rigged with a suitable stage, while protecting the existing roof surface, building walls, windows, sidewalk, landscaping, etc..., to prevent damage of any kind.
- 2) Safety of pedestrians below the work area must be ensured at all times. Refer to current OSHA/MOSA regulations for guidance.
- 3) Interior spaces inside every door must be protected from damage at all times, i.e. water damage.
- 4) The work site must be kept clean and safe at all times.
- 5) Materials and contractor's property shall be the responsibility of the contractor.
- 6) Material and equipment storage shall be in a manner that does not impede normal building traffic flow, or is a hazard to anyone. The university will not be held liable for any loss or damage to the contractor's equipment or materials.
- 7) Interior and/or exterior storage areas may be provided for this project; however, the university will not be held liable for its condition.
- 8) Once the contractor has received authorization to proceed, work is to commence in a timely manner.
- 9) All authorized work shall be substantially complete in as timely a manner as is practical.

10) All work shall be under the direction of the Office of Facilities Management, Director for Operations and Maintenance or his designated representative.

11) Access to rooftop spaces must be scheduled and coordinated through the university's designated representative two (2) full work days in advance.

H. SUPERVISORS / EMPLOYEE CONDUCT

All supervisors must be fully 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 of Maryland 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.

I. 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.

J. 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.

K. 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 UM FM at the applicable campus.

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 UM FM Project Manager.

L. 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.

M. CLEARING AND CLEANING UP

The Contractor shall at all times keep the premises free from the accumulation of waste materials and rubbish. At the completion of the work he shall as a "Job Cost" remove all rubbish from and about the building and remove from and about the building all his tools, scaffolding and surplus materials and shall leave the work site completely clean.

SECTION 00400

ARTICLE 3 – LOCATIONS

A. **UMB Campus Buildings:**

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

1. 737 West Lombard Street
 - 1a. Interior surface of perimeter glass
 - 1b. Exterior surface of perimeter glass
 - 1c. Interior surface of perimeter glass at entrance

2. 725 West Lombard Street – Institute of Human Virology (IHV)
 - 2a. Interior surface of perimeter glass - excluding the underside of the skylight
 - 2b. Interior stair enclosure - both surfaces
 - 2c. Interior railing glass - both surfaces
 - 2d. Interior underside surface of the atrium skylight
 - 2e. Exterior surface of perimeter glass including the exterior of the atrium skylight
 - 2f. Exterior glass weather canopy - both surfaces
 - 2g. Interior surface of perimeter glass at entrance and all vestibule glass

3. 100 Penn Street-Allied Health
 - 3a. Interior surface of perimeter glass
 - 3b. Exterior surface of perimeter glass
 - 3c. Interior surface of perimeter glass at entrance and all vestibule glass

4. 714 West Lombard Street - Environmental Health and Safety (EHS)
 - 4a. Interior surface of perimeter glass - excluding the underside of the skylight
 - 4b. Exterior surface of perimeter glass including the exterior of the atrium skylight
 - 4c. Interior weather break - both surfaces
 - 4d. Interior underside surface of the lobby skylight
 - 4e. Interior surface of perimeter glass at entrance and immediate adjacent glass on both sides of entrance

5. 653 West Pratt Street – MIEMSS
 - 5a. Interior surface of perimeter glass
 - 5b. Exterior surface of perimeter glass
 - 5c. Exterior weather canopy - both surfaces
 - 5d. Interior surface of perimeter glass at entrance and immediate adjacent glass on side of entrance

6. 655 West Lombard Street - School of Nursing
 - 6a. Interior surface of perimeter glass
 - 6b. Exterior surface of perimeter glass
 - 6c. High dusting of ledges in lobby
 - 6d. Exterior surface main entrance skylight
 - 6e. Interior surface of perimeter glass in both entrances and both vestibules glass
 - 6f. Interior surface of perimeter glass facing Lombard Street on the ground level

7. 601 West Lombard Street – Health Sciences & Human Services Library (HS/HSL)
 - 7a. Interior surface of perimeter glass
 - 7b. Exterior surface of perimeter glass
 - 7c. Interior railing glass - both surfaces
 - 7d. Interior surface of perimeter glass in entrance and all vestibule glass
 - 7e. Interior surface of perimeter glass facing Lombard and Greene Streets on the ground level

8. 520 West Lombard Street - East Hall
 - 8a. Interior surface of perimeter glass
 - 8b. Exterior surface of perimeter glass

9. 520 West Lombard Street (rear) - Gray Hall
 - 9a. Interior surface of perimeter glass
 - 9b. Exterior surface of perimeter glass

10. 522 West Lombard Street - Davidge Hall
 - 10a. Interior surface of perimeter glass
 - 10b. Storm Windows, both surfaces (inside installation)
 - 10c. Exterior surface of perimeter glass

11. 31 South Greene Street - National Dental Museum
 - 11a. Interior surface of perimeter glass
 - 11b. Exterior surface of perimeter glass
 - 11c. Interior railing and room partition glass - both surfaces
 - 11d. Interior surface of perimeter glass at entrance and all vestibule glass

12. 525 West Redwood Street - School of Social Work
 - 12a. Interior surface of perimeter glass
 - 12b. Exterior surface of perimeter glass
 - 12c. Interior weather break – both surfaces
 - 12d. Interior surface of perimeter glass at both entrances and both vestibules glass

13. 500 West Baltimore Street - Law School and Thurgood Marshall Law Library
 - 13a. Interior surface of perimeter glass - excluding the underside of the skylight
 - 13b. Interior underside surface of the atrium skylight
 - 13c. Exterior surface of perimeter glass including the exterior of the atrium skylight
 - 13d. Interior surface of perimeter glass at both main entrances and both vestibules glass

14. 100 North Greene Street
 - 14a. Exterior surface of exterior window
 - 14b. Interior surface of perimeter glass

15. 108 Greene Street - Biomedical Research Facility
 - 15a. Interior surface of perimeter glass
 - 15b. Exterior surface of perimeter glass
 - 15c. Interior surface of perimeter glass at entrance and all vestibule glass

16. 622 West Fayette Street - Operations and Maintenance
 - 16a. Interior surface of perimeter glass (excludes interior of slope glass)
 - 16b. Exterior surface of perimeter glass

17. 650 West Baltimore Street - Dental School
 - 17a. Interior surface of all perimeter glass excluding both atriums
 - 17b. Exterior surface of all perimeter glass including both atriums
 - 17c. Interior railing and room partition glass - both surfaces excluding atrium side of south atrium
 - 17d. Interior surfaces of all glass in the south atrium (both perimeter and railing glass)
 - 17e. Interior surfaces of all glass in the north atrium (both perimeter and sky light glass)
 - 17f. Cleaning of dust and debris from all surfaces (ledges, beams, walls, etc.) in south atrium
 - 17g. Cleaning of dust and debris from all surfaces (ledges, beams, walls, etc.) in north atrium
 - 17h. Interior surface perimeter glass at both main entrances (Baltimore St. side)

18. 655 West Baltimore Street - Bressler Research Building (BRB)
 - 18a. Interior surface of perimeter glass
 - 18b. Exterior surface of perimeter glass
 - 18c. Interior mezzanine glass - both surfaces
 - 18d. Bridges connecting to the Hospital - both surfaces
 - 18e. Interior surface perimeter glass at main entrance and all vestibule glass; include both sets of side windows in lobby

19. 660 West Redwood Street - Howard Hall
 - 19a. Interior surface of perimeter glass
 - 19b. Exterior surface of perimeter glass

- 19c. Interior mezzanine glass - both surfaces
- 19d. Interior surface perimeter glass at main entrance
- 20. 685 West Baltimore Street - Health Sciences Facility I
 - 20a. Interior surface of perimeter glass excluding the east atrium
 - 20b. Exterior surface of perimeter glass
 - 20c. Interior surface of east atrium perimeter glass
 - 20d. Interior windows looking into east atrium - both surfaces
 - 20e. Cleaning of dust and debris from all surfaces (ledges, beams, walls, etc.) in east atrium
 - 20f. Bridge connecting HSF I to MSTF - both surfaces
 - 20g. Interior surface perimeter glass at main entrance and all vestibule glass; including glass adjacent to the entrance doors on both sides
- 21. 20 Penn Street - Health Sciences Facility II
 - 21a. Interior surface of perimeter glass
 - 21b. Exterior surface of perimeter glass
 - 21c. Interior mezzanine and partition glass - both surfaces
 - 21d. Interior surface perimeter glass at both main entrances and both vestibules glass (Penn St) including glass along ground floor between the two entrances
- 22. 10 South Pine Street - Medical School Teaching Facility (MSTF)
 - 22a. Interior surface of perimeter glass
 - 22b. Ped Level: Interior surface and Exterior Surface of perimeter sloped enclosed by Plexiglas
 - 22c. Exterior surface of perimeter glass to include sloped portions of the atrium glass
- 23. 20 North Pine Street - School of Pharmacy
 - 23a. Interior surface of perimeter glass
 - 23b. Exterior surface of perimeter glass
- 24. 20 North Pine Street - School of Pharmacy Addition
 - 24a. Interior surface of perimeter glass
 - 24b. Exterior surface of perimeter glass
 - 24c. Interior Railing and Partition Glass Both Surfaces
 - 24d. Glass Canopy running east and west entire width of building interior surface
 - 24e. Glass Canopy running east and west entire width of building exterior surface
 - 24f. Interior surface of perimeter glass at main entrance and all vestibule glass
- 25. 110 North Pine Street - Pharmacy Learning Center
 - 25a. Interior surface of perimeter glass
 - 25b. Exterior surface of perimeter glass
- 26. 214 North Pine Street - Pine Street Police Station
 - 26a. Interior surface of perimeter glass

- 26b. Exterior surface of perimeter glass
- 26c. Interior surface of perimeter glass at main entrance and all vestibule glass
- 26d. Interior surface of partition glass on floor 1

- 27. 222 North Pine Street – Police Annex
 - 27a. Interior surface of perimeter glass
 - 27b. Exterior surface of perimeter glass
 - 27c. Interior surface of perimeter glass at main entrance and all vestibule glass

- 28. 651 -665 West Lexington Street - Pascault Row
 - 28a. Interior surface of perimeter glass
 - 28b. Exterior surface of perimeter glass

- 29. 220 Arch Street - Saratoga Offices
 - 29a. Interior surface of perimeter glass
 - 29b. Exterior surface of perimeter glass
 - 29c. Interior partition glass - both surfaces
 - 29d. Interior surface of perimeter glass at main entrance

- 30. 700 West Pratt Street - COPS Building
 - 30a. Interior surface of perimeter glass
 - 30b. Exterior surface of perimeter glass

- 31. 300 Russell Street – Butschky Building
 - 31a. Interior surface of perimeter glass
 - 31b. Exterior surface of perimeter glass

- 32. 620 Lexington Street – Lexington Building
 - 32a. Interior surface of perimeter glass
 - 32b. Exterior surface of perimeter glass
 - 32c. Interior Partition Glass both surfaces
 - 32d. Interior surface of perimeter glass at entrance and all vestibule glass

- 33. 621 West Lombard Street – Campus Center
 - 33a. Interior surface of perimeter glass
 - 33b. Exterior surface of perimeter glass
 - 33c. Interior Railings and Partition Glass both surfaces
 - 33d. Interior surface of perimeter glass at entrance and all vestibule glass
 - 33e. Interior surface of perimeter glass on floor 1

- 34. 111 Penn Street – School of Medicine Building (GRB)
 - 34a. Interior surface of perimeter glass
 - 34b. Exterior surface of perimeter glass
 - 34c. Interior surface of perimeter glass at entrance and all vestibule glass

35. 519 West Fayette Street – Westminster Hall
 - 35a. Interior surface of perimeter glass
 - 35b. Exterior surface of perimeter glass
36. 520 West Fayette Street – MD Bar Center
 - 36a. Interior surface of perimeter glass
 - 36b. Exterior surface of perimeter glass
37. 670 West Baltimore Street – Health Science Research Facility III
 - 37a. Interior surface of perimeter glass
 - 37b. Exterior surface of perimeter glass
 - 37c. Interior surface of perimeter glass at main entrances and all glass in both vestibules
 - 37d. Interior surface of perimeter glass on ground level
38. 16. South Poppleton Street – Community Engagement Center
 - 38a. Interior surface of perimeter glass
 - 38b. Exterior surface of perimeter glass

B. UMBC Campus Buildings

All UMBC campus buildings are located at the same address:

1000 Hilltop Circle
Baltimore MD. 21250

UMBC Campus Map Link:

<https://about.umbc.edu/files/2021/09/2021-UMBC-campus-map.pdf>

1. Administration (G5)
Exterior surface of perimeter glass
2. Biological Science (F5)
Exterior surface of perimeter glass
3. Center for Well-Being (D7)
Exterior surface of perimeter glass
4. The Commons (E6)
Exterior surface of perimeter glass
5. Engineering (F4/5)
Exterior surface of perimeter glass

6. Fine Arts (F4/5)
Exterior surface of perimeter glass
7. Information Technology/Engineering (G4/5)
Exterior surface of perimeter glass
8. Interdisciplinary Life Sciences (F6)
Exterior surface of perimeter glass
9. Albin O. Kuhn Library and Gallery (D5)
Exterior surface of perimeter glass
10. Mathematics & Psychology (F5)
Exterior surface of perimeter glass
11. Meyerhoff Chemistry (F5)
Exterior surface of perimeter glass
12. Performing Arts and Humanities (F4)
Exterior surface of perimeter glass
13. Physics (E7)
Exterior surface of perimeter glass
14. Public Policy (E7)
Exterior surface of perimeter glass
15. Retriever Activity Center (RAC) (G6)
Exterior surface of perimeter glass
16. Sherman Hall (G5)
Exterior surface of perimeter glass
17. Sondheim Hall (G5)
Exterior surface of perimeter glass
18. Technology Research Center (C10/D10)
Exterior surface of perimeter glass
19. University Center (F5)
Exterior surface of perimeter glass
20. Chesapeake Employers Insurance Arena (G9)
Exterior surface of perimeter glass
21. 900 Walker (Old Court House)
Exterior surface of perimeter glass

UMBC Residential Facilities

22. Chesapeake Hall (D7)
Exterior surface of perimeter glass
23. Patapsco Hall (D8)
Exterior surface of perimeter glass
24. Susquehanna Hall (D7)
Exterior surface of perimeter glass
25. Potomac Hall (D8)
Exterior surface of perimeter glass
26. Erickson Hall (D6)
Exterior surface of perimeter glass
27. Harbor Hall (C7)
Exterior surface of perimeter glass
28. Hillside Apartment Complex (B6/C6)
Exterior surface of perimeter glass
29. Terrace Apartment Complex (C5/C6)
Exterior surface of perimeter glass
30. West Hill Apartment Complex (C4)
Exterior surface of perimeter glass

SECTION 00400

ARTICLE 4 – 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 University employees or to obtain separate Contracts through its normal procurement process according to the best interests of the University.
- C. The University reserves the right to assign University 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 a Contract Manager as key personnel to be assigned to this contract. Refer to Section 00300 for defined roles of these personnel.
- G. The Contract Manager should be readily available to review all phases of the project when requested by the University. No changes can be made to the Contract Manager without the written approval of the University via the issuance of a contract amendment by UMB Department of Procurement Services.
- H. The Contractor shall perform the work under this Contract on the job site in the presence of University employees, other University 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, the University shall be so notified at the time the Not-to-Exceed price is provided by the Contractor. The University reserves the right to inspect such off-site work at any time.

END OF SECTION 00400/ARTICLE 3

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

UMBC STANDARD GENERAL CONDITIONS FOR MAINTENANCE CONTRACTS
DATED JANUARY, 2010

ISSUED AS SEPARATE DOCUMENT

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.

Key Personnel Forms and References
Firm Experience Forms and References
Company Profile/Annual Sales/ Current Workload Form
Statement of Approach Form
Bid/Proposal Affidavit
Acknowledgement of Amendment Form (if applicable)
Contractors COVID-19 Acknowledgment Form

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

BUDGETARY DATA:

Requisition No. _____
Fund: _____
Budget: _____

CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

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

and is registered or qualified as required under Maryland Law.

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

Name and Department ID

Number: _____ Address: _____

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

Name and Department ID Number: _____

Address: _____.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

not later than 5 days after a conviction;

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

Date: _____

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

_____ (signature of Authorized Representative and affiant)

Attachment I
UNIVERSITY OF MARYLAND, BALTIMORE
SOLICITATION TERMS AND CONDITIONS
FOR CONSTRUCTION/MAINTENANCE PROJECTS
WINDOW CLEANING
RFP89998JL

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

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