REQUEST FOR PROPOSAL
FOR
DEIONIZED (DI) EXCHANGE AND WATER FILTER REPLACEMENT, AND PREVENTATIVE MAINTENANCE TO POINT-OF-USE (POU) POLISHERS TO VARIOUS UMB BUILDINGS

RFP NUMBER: 91086 JL
ISSUED: July 25, 2023

PROCUREMENT/ISSUING OFFICE:

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

PROJECT MANAGEMENT:

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

ACCESS: Anyone requiring special assistance in obtaining a copy of the solicitation, in attending a pre-proposal conference or in delivering a proposal are requested to contact the appropriate person(s) in the Issuing Office per Section 1, Paragraph C. at least 48 hours in advance.

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

REQUEST FOR PROPOSAL
FOR
DEIONIZED (DI) EXCHANGE AND WATER FILTER REPLACEMENT, AND PREVENTATIVE MAINTENANCE TO POINT-OF-USE (POU) POLISHERS
AT
UNIVERSITY OF MARYLAND, BALTIMORE

RFP91086JL

TABLE OF CONTENTS

UNIVERSITY OF MARYLAND, BALTIMORE

RFP91086JL

TABLE OF CONTENTS, CONTINUED

RFP91086JL - SOLICITATION SCHEDULE

Issue Date:	**July 25, 2023**
Pre-Proposal Meeting:	**Tuesday, August 1, 2023 at 10:00 am** Refer to Section 00100, Paragraph D for further information.
Questions Regarding Solicitation Due:	**Tuesday, August 08, 2023** (See Section I, Para C.3)
Initial Technical Proposal Due:	**Friday, August 18, 2023 on or before 2:00 pm** (to be submitted electronically via email; see instructions in Section 00100, Paragraph F., required contents are detailed in Section 00300, Article 1.)
Anticipated Date of Notification following the Initial Technical Evaluation regarding shortlist:	**Tuesday September 13, 2023**
Oral Discussions (optional) of **<u>shortlisted</u>** Proposers:	The week of September 25, 2023, time to TBD. Details to be provided to the final shortlisted proposers. (Refer to Section 00300, Article 3, Paragraph A)
Anticipated Date of Notification following the Second Technical Evaluation regarding final shortlist:	**Thursday, September 28, 2023**
Site Visit:	Week of October 10, 2023, time TBD. Details to be provided to the final shortlisted Proposers.
Deadline for questions regarding the Price Proposal Phase	**Tuesday, October 17th, 2023**
Anticipated Price Proposal Due:	**November 1, 2023 on/before 5:00 pm** (**<u>Only the final shortlisted Proposers</u>** 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 November 17, 2023**
Contract executed by selected Contractor:	**December 1, 2023 (Projected)**
Contract Commencement:	**January 1, 2024 (Projected)**

END OF SOLICITATION SCHEDULE

SECTION 00100

INSTRUCTIONS TO PROPOSERS

SECTION 00100
INSTRUCTIONS TO PROPOSERS

I. INSTRUCTIONS TO PROPOSERS FOR THE MAINTENANCE CONTRACT

A. SUMMARY:

1. The objective of this Request for Proposal (RFP) is to select qualified contractor to provide Deionized (DI) Exchange and Water Filter Replacement, and Preventative Maintenance to Point-of-Use (POU) Polishers (see Section 00400 for more detailed description)

2. The University of Maryland, Baltimore (also called the University or UMB) is seeking bids on the needs identified in this solicitation: for a qualified contractor to provide Deionized (DI) Exchange and Water Filter Replacement, and Preventative Maintenance to Point-of-Use (POU) Polishers to various UMB Buildings. This contract shall be available to all other University System of Maryland Institutions (USM). If another institution chooses to participate in this contract, the successful vendor(s) will negotiate a price proposal for that institution. However, the time and material rate quoted for the University of Maryland, Baltimore shall be the maximum rates for any USM Institutions.

3. The initial Contract will be for the period of twelve (12) months, beginning January 1, 2024, and ending December 31, 2024. The University retains, at its unilateral discretion, the right to renew any resulting contract(s) for four (4) additional one-year periods, with no increase in the Contractor's quoted rates, except as noted in Section 00400, Article 1 - "General Provisions ", Paragraph C.

4. All work performed under this contract shall be in accordance with the University of Maryland, Baltimore "Standard General Conditions of Maintenance Contract", (which is contained in this RFP as Section 00700 "Standard Conditions") as modified or supplemented by any amendments, supplementary conditions, the Contract Documents as listed herein, any addenda, and other components of the Contract.

5. The University anticipates having a contract in place with the successful firm on or about December 1, 2023.

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. **<u>ISSUING OFFICE AND QUESTIONS/INQUIRIES</u>**:

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 **<u>sole</u>** 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 & FACIITIES STRATEGIC ACQUISITIONS:

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

Office: 410-706-7197
Email: jmumma@umaryland.edu

E. **<u>PRE-PROPOSAL CONFERENCE</u>**:

1. A **Pre-Proposal Conference** <u>will</u> be held virtually via video-conferencing (Microsoft Team) **Tuesday, August 1, 2023 at 10:00 a.m.**

   Microsoft Teams meeting
   Join on your computer, mobile app or room device
   Click here to join the meeting
   Meeting ID: 289 409 061 894
   Passcode: PknYdU

Download Teams | Join on the web

Or call in (audio only)

+1 443-409-5274,,625395902#   United States, Baltimore

Phone Conference ID: 625 395 902#

Find a local number | Reset PIN

Learn More | Meeting options

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.

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: 08-18-2023 RFP91086JL – 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 RFP91086JL dated July 25, 2023, 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 though I are available on the UMB eBid Board at https://www.umaryland.edu/procurement/ebid-board/.

C. AVAILABLE RECORD DOCUMENTS:

1. The University of Facilities and Operations upon written request will make accessible to the Proposers any available record drawings, utility plans, and other data pertinent to existing conditions to the extent that such material is available. The University, however, can offer no assurances that such drawings, property description, or other data are accurate, current or complete.

2. The Proposers shall assume the responsibility for cost of reproduction as well as replacing any damaged documents.

END OF SECTION 00200

SECTION 00300

PROCUREMENT PROCESS AND FORMS

SECTION 00300
PROCUREMENT PHASES AND FORMS
Article 1
Summary of Procurement Phases and Technical Proposal Requirements

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

1. **Technical Proposal Submittal** (see Section D below of this Section 00300 Article 1 for details on the required contents of the Technical Proposal): All Proposers are required to first submit **only a Technical Proposal without a Price Proposal**. Refer to the Solicitation for the due date and time for Technical Proposals and Section 00100 Paragraph F regarding submittal instructions.

2. **Oral Presentations/Interview Sessions**: **Only** those Proposers whose technical proposals are shortlisted following the Initial Technical Evaluation will be requested to remotely attend Oral Presentations/Interview Sessions (see Article 3 of Section 00300 for details regarding these sessions.) virtually or at the University. Refer to the Solicitation Schedule for the anticipated date for Oral Presentations/Interviews. Oral Presentations/Interviews will be held at the discretion of the University.

3. **Price Proposal Submittal** (see Article 4 of this Section 00300 for details on the Price Proposal): Only those Proposers whose technical proposals remain shortlisted following the Second Phase Technical Evaluation will be requested to submit a Price Proposal. The **anticipated due date** for submission of the **Price Proposal** is set forth in the Solicitation Schedule. The final Price Proposal Form, any required documents, and instructions for submission of the Price Proposals will be issued via Addendum to the final shortlisted Proposers.

A. TRANSMITTAL LETTER

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

B. TECHNICAL PROPOSAL SUBMITTAL

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

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

1. Detailed responses to Technical Proposal Criteria, listed in this section;

2. Contractor's license (photocopy);

3. Bid/Proposal Affidavit;

4. Acknowledgement of Receipt of Addenda (If addenda are issued prior to the Technical Proposal due date, this form acknowledging receipt of all addenda MUST be included with your Technical Proposal.), and,

C. FORMS PACKAGE

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

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

D. TECHNICAL PROPOSAL CRITERIA

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

1. KEY PERSONNEL & REFERENCES

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

Account 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 Account Manager should have a minimum of five (5) years' experience in the position of an Account Manager. The University will accept only one (1) person in this role.

NOTE: The Key Personnel Forms were developed for use on this procurement to ensure that all requested information is provided. <u>Bidders are required to utilize the University's forms</u>; it is the Bidder's responsibility to provide all requested information within his Technical Offer.

<u>NOTE</u>: Personnel Commitment: By submitting these names for consideration, the Bidder is <u>committing</u> these people to UMB Deionized (DI) Exchange and Water Filter Replacement, and Preventative Maintenance to Point-of-Use (POU) Polishers contract, if awarded. No personnel changes will be permitted without written authorization from the University.

Provide the name of the Account Manager 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.

<u>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.</u>

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 Deionized (DI) Exchange and Water Filter Replacement, and Preventative Maintenance to Point-of-Use (POU) Polishers, 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. Tank Exchanges, System Troubleshooting, Service to Equipment, and Equipment Installation), 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. Tank Exchanges, System Troubleshooting, Service to Equipment, and Equipment Installation), 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 <u>must</u> meet criteria as follows:

A. 1 of 3 should include DI Exchange & Water Filter Replacement

B. 1 of 3 should include Preventative Maintenance to POU.

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 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,
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. A written narrative of **how** your firm plans to execute the requirements, on the procedures for contractors reporting to work to perform service for the Deionized (DI) Exchange and Water Filter Replacement, and Preventative Maintenance to Point-of-Use (POU) Polishers and under this contract;

b. A discussion of **how** your Key Personnel's approach to coordinating all work including how your firm plans to provide project management of the task orders (i.e. enhancements, etc.) in order to minimize disruption to the UMB, students, staff and faculty when providing services under this Contract.

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.

END OF SECTION 00300, ARTICLE 1

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

A. Evaluation of the Technical Proposal:

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

1.2. Qualifying Proposals

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

1.3 Technical Evaluation

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

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

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

Key Personnel & References,
Firm Experience & Reference;
Company Profile/Annual Sales/Current Workload;
Statement of Approach

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

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

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

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

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

END OF SECTION III, ARTICLE 2

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

A. <u>ORAL PRESENTATION/INTERVIEW SESSIONS</u>

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

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

1. The purposes of the Oral Presentation are as follows:

   (a) to allow the University to meet the Proposer's Key Personnel and provide them an opportunity to convey their background and expertise as it applies to the University's project;

   (b) to discuss selected categories of the Proposer's Technical Proposal to convey their understanding of the project, in particular the proposed schedule as well as the project challenges identified by the Proposer;

   (c) to provide an opportunity to clarify the scope of services for this Project; and,

   (d) if time permits, to review the Price Proposal form.

3. Shortlisted firms, therefore, are to be prepared as follows:
   - Introduce its team with each person presenting him/herself including a summary of his/her background, and their role on the UMB project; and,
   - As a team, convey thoughts and perspective on the (a) UMB engagement and how their experience and expertise can be applied to it; (b) its identified anticipated project challenges and recommendations to resolve these; and (c) preliminary proposed project schedule.

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

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

B. SECOND PHASE TECHNICAL EVALUATIONS

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

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

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

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

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

The University will rank the final shortlist.

END OF SECTION 00300, ARTICLE 3

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

A. PRICE PROPOSAL AND ENCLOSURES

1. **Only firms that remain shortlisted following the final evaluation of Technical Proposals and Oral Presentations will be requested to submit a Price Proposal.**

2. The Price Proposal form and instructions for submittal will be provided via written Addendum to the final shortlisted Proposers. It is anticipated that Price Proposals will be submitted to the Issuing Office by the due date and time per the Solicitation Schedule.

3. The Price Proposals and all required forms shall be completed in ink or typed; erasures and/or alterations shall be initialed in ink by the signer.

4. The following documents must be submitted with the Price Proposals.

   (a) Price Proposal Form (Note: Proposers shall provide prices for all items on price proposal form).

B. SIGNING OF PRICE PROPOSAL FORMS

The Price Proposal, if submitted by an individual, shall be signed by the individual; if submitted by a partnership or joint venture, shall be signed by such member or members of the partnership or joint venture as have authority to bind the partnership or joint venture; if submitted by a corporation, shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary.

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

C. PRICE PROPOSAL EVALUATION

1. Price Proposals will not be opened publicly.

2. Price Proposals will be evaluated based on the sum total of the Price Proposal. The University reserves the right to request an itemized breakout of the quoted cost for evaluation and information purposes.

3. The University may elect to request Best & Final Price Proposal(s).

D. FINAL PROPOSAL RATING

1. The final proposal rating will be based on the second (or final, whichever is applicable) phase technical evaluation and the price proposal evaluation.

2. Technical merit will have a greater weight than cost.

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

4. Refer to Attachment I Procurement Terms and Conditions, Paragraph 11. Proposal Acceptance.

END OF SECTION 00300 ARTICLE 4

END OF SECTION 00300

SECTION 00400

SCOPE OF WORK

ARTICLE 1 – 4

SECTION 00400

SCOPE OF WORK

DEIONIZED (DI) EXCHANGE AND WATER FILTER REPLACEMENT, AND PREVENTATIVE MAINTENANCE TO POINT-OF-USE (POU) POLISHERS

ARTICLE 1 – GENERAL PROVISIONS

A. BACKGROUND

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

B. SCOPE

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

C. CONTRACT TERM

The initial Contract is to be issued for a period of 12 months, beginning January 1, 2024, and ending December 31, 2024. The University to retain, at its unilateral discretion, the right to renew any resulting contract(s) for four (4) one-year unilateral renewal options.

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

Price increases, if any for subsequent renewal options shall be limited to the U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) to monitor any such price adjustment request for reasonableness. UMB will use the Consumer Price Index (CPI) - All Urban Consumers (CPI-U), U.S. City Average for Other Services, not seasonally adjusted. UMB will use the **September 2023 index,** published in mid-October as the benchmark.

If the referenced index is discontinued, a comparable successor index shall be utilized.

All such price adjustment request 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. All communications on projects are to be directed to the designated University Facilities and Operations personnel or designated personnel only. No instructions, directions, and information are to be given to the Contractor by any other University personnel. **All change order work may not proceed until an additional purchase order change order has been issued by Construction & Facilities Strategic Acquisitions for additional work and the applicable additional cost.**

E. Any staff changes by the Contractor in the Account Manager must be reviewed and approved by UMB Construction & Facilities Strategic Acquisitions via the issuance of a contract amendment prior to any reassignments being made.

F. The Account Manager should be readily available to review all phases of the project when requested by the University. No changes can be made in the project coordination without the written approval of the University via the issuance of a contract amendment by UMB's Construction & Facilities Strategic Acquisitions.

G. ADDING/DELETE

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

END OF SECTION 00400/ARTICLE 1

SECTION 00400

ARTICLE 2- SPECIFICATIONS

A. SCOPE OF WORK-DEIONIZED EXCHANGE AND WATER FILTER REPLACEMENT AND POINT-OF-USE PREVENTATIVE MAINTENANCE

The University of Maryland, Baltimore is contracting for the services of a qualified contractor that can provide all labor, materials, supplies, equipment, travel, safety control devices, supervision and any other necessary resources as required to provide Deionized (DI) Exchange and Water Filter Replacement at the Allied Health Building, 108 N. Green St., BRB, Howard Hall, HSRF I, HSRF III, School of Dentistry and the School of Nursing; to provide Preventative Maintenance to DI Water Point-of-Use (POU) polishers throughout the contract year in BioPark Bldg. I and HSF III POU (IGS) as per the equipment lists in the Schedules of Services below.

In addition, repairs (i.e. additional work or enhancement work beyond the Scope of Work), as needed to be done on time and material (T&M), not to exceed (NTE) basis (see Section E below). Replacement parts will be as specified or University approved equivalent.

Contractor is to complete the following:

- Sanitize/Descale RO membranes for all the RO systems on campus once a year.
- Contractor shall make monthly visits to each site (HSF1,HSF2,HSF3,IHV,BRB, Allied Health,108 Green, Dental School, Howard Hall). Contractor shall take water samples and readings (chlorine, hardness, iron, pH, conductivity and resistivity) check for proper operation, check for leaks, change the filters outlined in contract and add customer's supplied salt if needed. Email or hard copies of test reports shall be given to a UMB representative when service is complete.
- Contractor shall have their employees that service the UMB campus obtain and maintain a UMB ID badge. Once badge is activated, they will be entered into the database for the O&M "keywatcher" system so they may obtain keys to access the RO/DI systems on camps.

1. Distribution polishing filters on all systems must be replaced with part specified or University approved equivalent per the frequency specified in Schedule of Services 1.

2. Breather filters on storage tanks must be replaced with part specified or University approved equivalent per the frequency specified in Schedule of Services 1.

3. Lamps must be replaced with part specified or University approved equivalent per the frequency specified in Schedule of Services 1.

4. Quartz sleeves on U.V. Systems must be replaced with part specified or University approved equivalent per the frequency specified in Schedule of Services 1.

5. Mixbed DI Exchange Tanks must be replaced to the same total volume and per the frequency specified in Schedule of Services 1.

6. All filter, lamp, sleeve and tank replacements must be performed within 24 hours after contact from University representative.

7. All replaced expandable filters, bulbs, sleeves, etc. will be disposed of by the Contractor off site.

8. When replacing bulbs, filters, sleeves, etc. reasonable precautions will need to be taken not to contaminate the Reverse Osmosis (RO) System and Distribution Loops

9. Contractor to provide preventative maintenance to insure the proper and consistent operation of:
    - Self-contained RO/DI system at School of Nursing room 764, per Section D, Schedule of Services 2,
    - 2nd Floor Autoclave and Glass wash DI Water System, per Section D, Schedule of Services 3, i
    - Point-of-Use Polishers at BioPark 1, per Section D, Schedule of Services 3, ii.
    - Point-of-Use Polishers at HSF III, per Schedule of Services 4

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

    Contractor must be an authorized: Dealer, Distributor, Authorized Reseller, Manufacturer or Manufacturer's Representative for this equipment. Proof of this authorization may be required.

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

11. Work areas shall be left clean at the end of any shift. Any debris, as a result of

work performed, shall be removed and disposed of offsite. The University's trash receptacles shall not be used.

12. This contract only pertains to equipment specified in Section D, Schedule of Services 1 through 4 and does not cover any other DI Water equipment.

13. The University Facilities Maintenance is not responsible for any Preventative Maintenance of the equipment listed in this contract and will not perform such work between contractor's regular visits. Only in the event of a malfunction will the University Facilities Maintenance personnel be hands-on with any listed materials.

B. <u>WORK HOURS</u>

Work is to be performed during normal UMB business hours, 7:00 am – 4:00 pm, Monday through Friday, unless otherwise indicated, and/or scheduled with the UMB Project Manager or designee.

C. <u>REPORTING FOR WORK</u>

Contractor's personnel must contact UMB Work Control (410-706-7570) prior to Contractor reporting to UMB location and beginning of work-and must sign in at the Operations & Maintenance Service Center (Work Control) at 622 West Fayette Street, Baltimore MD 21201

When requesting to perform any work at the University of Maryland Baltimore campus, contractors will need to call or email the facilities Operations personnel, plumbing shop manager, the lead technician or Assistant Director of Mechanical Trades, 48 hours prior to the date of the proposed visit. Once a date and time has been agreed upon, the service technician will call the manager, lead technician or Assistant Director of Mechanical Trades when they are an hour away from arriving at the campus. At that time, the technician will be given directions to proceed to the work site or to stop in at the Operations and Maintenance office for further direction.

Once the service is completed or if unable to complete, the technician will come to the operations and maintenance office to have the service tickets signed and let them know the status of the job (complete, need parts or reschedule). If no one is available at the O&M office, they will call the manager, lead technician or Assistant Director of Mechanical Trades to let them know the status of the job.

The time frame for servicing the equipment on campus will be from 6:00am to 2:00pm. Contractors will not be able to arrive on campus after 2:00pm to start work unless previous arrangements have been made.

D. SPECIFICATIONS

SCHEDULE OF SERVICES 1:

i. RO/DI System Plant, 108 N. Greene St., Baltimore MD 201201 (circulated)

MATERIAL	ROOM	TYPE OF TANK	VOLUME	QUAN.	NUMBER OF TIMES REPLACED @ YEAR
Filters	Penthouse	Memtrex #MPO92SEHS, .2 micron, 32.15"L	n/a	3 ea	1 time @ yr.
Lamp	Penthouse	Ideal Horizons #IH-2S	n/a	1 ea	1 time @ yr.
Lamp	Penthouse	GR #G8T5	n/a	2 ea	1 time @ yr.
Quartz Sleeve	Penthouse	Ideal Horizons #G36-3184	n/a	1 ea	1 time @ yr.
Tank	Penthouse	Mixbed	1.5 cu ft	10	2 times @ yr

ii. RO/DI System Plant, Allied Health, 100 S. Penn St., Baltimore MD 21201 (circulated)

MATERIAL	UMB BUILDING LOCATION	TYPE OF TANK	VOLUME	QUAN.	NUMBER OF TIMES REPLACED @ YEAR
Filters	Penthouse	Capsule Hydophobic PTFE Filter #FCVPT06S1	n/a	1 ea	1 time @ yr.
Filter	Penthouse	Pentek Dgd 2505 10" Sediment	N/A	1	6 times @ yr
Filter	Penthouse	Pentek 50 Mic 20" Polypro	N/A	1	12 times @ yr
Filter	Penthouse	Pentek 50 Mic 20" Polypro filter	N/A	1	12 times @ yr
Filter	penthouse	Pentek DGD 2501 10" sediment filter	n/a	1	6 times @ yr
Tank	Penthouse	Mixbed	1.5 cu ft	2	2 times @ yr
Tank	Penthouse	TOC Carbon	1.5 cuft	1	2 times @ yr

iii. **RO/DI System Plant, BRB, 655 W. Baltimore St, 21201 (non-circulated system, also serves Howard Hall)**

MATERIAL	ROOM	TYPE OF TANK	VOLUME	QUAN.	NUMBER OF TIMES REPLACED @ YEAR
Filter	Penthouse	Millipore Durapore TP 0.22 um	n/a	3	1 time @ yr.
Filter	Penthouse	Pentek 25 Mic 10" Polypro Sediment Filter	N/A	6	6 time @ yr
Filter	Penthouse	Pentek 10 Mic 10" Polypro Sediment Filter	N/A	6	6 time @ yr
Filter	Penthouse	Pentek 5 Mic 10" Polypro Sediment Filter	N/A	6	6 time @ yr
Filter	Penthouse	Storage Tank Vent Filter Pentek PD-1-934	n/a	4	1 time @ yr.
Lamp	Penthouse	Ultra Dynamics #7001-803	n/a	2	1 time @ yr.
Quartz Sleeve	Penthouse	Ultra Dynamics #7008-245	n/a	2	1 time @ yr.
Tank	Penthouse	Mixbed	1.5 cu ft	6	6 times @ yr

iv. **RO/DI System Plant, Dental School, 650 W. Baltimore St., 21201 (circulated)**

MATERIAL	ROOM	TYPE OF TANK	VOLUME	QUAN.	NUMBER OF TIMES REPLACED @ YEAR
Lamp (RO)	Penthouse	Sunlight System #LP4105	n/a	1	1 time @ yr.
Tank	Penthouse	Mixbed	3.6 cu ft	2	2 times @ yr
Tank	Penthouse	TOC carbon	3.6 cu ft	1	2 times @ yr
Quartz Sleeve	Penthouse	Siemens #W2T365507	n/a	2	1 time @ yr.
Quartz Sleeve	Penthouse	Ideal Horizons #G36-2450	n/a	4	1 time @ yr.
Quartz Sleeve (RO)	Penthouse	Siemens #W2T177239	n/a	1	1 time @ yr.
Filters (Polishing)	Penthouse	Memtrek #MMP923EGE, .2 micron, 30.23"L EPDM Seal	n/a	8	1 time @ yr.
Filter	Penthouse	Pentek Dgd 5005 20" Sediment Filter	N/A	1	6 time @ yr

Filter	Penthouse	Pentek Dgd 2501 20" Sediment Filter	N/A	1	6 time @ yr
Filter	Penthouse	Pentek 1 Mic 20" Polypro Sediment Filter	N/A	1	2 time @ yr
Lamp	Penthouse	Siemens #LP-4390-LL	n/a	2	1 time @ yr.
Filters (Polishing)	Penthouse	Memtrex #MMP922EHE, .2 micron, 22.46"L EPDM Seal	n/a	8	1 time @ yr.
Lamp	Penthouse	Sunlight System #P4395	n/a	4	1 time @ yr.

v. **RO/DI System Plant, Health Science Facility (HSF) I, 685 W. Baltimore St., Baltimore 21201 (circulated)**

MATERIAL	ROOM	TYPE OF TANK	VOLUME	QUAN.	NUMBER OF TIMES REPLACED @ YEAR
Filters (Polishing)	Basement Mechanical Room	Memtrex #MNY944FHS, .45 micron, 42.01"L Silicone Seal	n/a	6	1 time @ yr.
Filter	Basement	Pentek Dgd 5005 10" Sediment Filter	N/A	1	6 time @ yr
Filters (Vent)	Basement Mechanical Room	Memtrex #MMP922EGS, .2 micron, 20.54"L Silicone Seal	n/a	1	1 time @ yr.
Lamp (Polishing)	Basement Mechanical Room	Ultradynamics #5340UD	n/a	12	1 time @ yr.
Lamp (RO)	Basement Mechanical Room	Glasco U.V. System #1608	n/a	1	1 time @ yr.
Quartz Sleeve (RO)	Basement Mechanical Room	Glasco U.V. #2006	n/a	1	1 time @ yr.
Quartz Sleeve (Polishing)	Basement Mechanical Room	Ultra Dynamics #72110UD	n/a	12	1 time @ yr.
Tank	Basement Mechanical Room	Mixbed	3.6 cu ft	6	2 times @ yr

Tank	Basement Mechanical Room	TOC Carbon	1.5 cu ft	2	2 times @ yr

vi. DI Water Plant, Howard Hall 3rd Floor, 660 W. Redwood St., Baltimore MD 21201 (circulated, receives water from BRB)

MATERIAL	ROOM	TYPE OF TANK	VOLUME	QUAN.	NUMBER OF TIMES REPLACED @ YEAR
Tank	#319	MixBed	3.6 cu ft	1	2 times @ yr
Filters (Polishing)	4th Floor Mechanical Room	Memtrex #MMP922EGS .2 micro, 20.54"L Silicone Seal	n/a	3	1 time @ yr.
Filter	Room 319	Pentek 1 Mic 10" Polypro Filter	N/A	1	2 time @ yr
Tank	4th Floor Mechanical Room	Mix Bed	3.6 cu ft	4	2 times @ yr
Filters (Polishing)	5th Floor Mechanical Room	Memtrex #MMP922EGS .2 micro, 20.54"L Silicone Seal	n/a	2	1 time @ yr.
Tank	5th Floor Mechanical Room	Mixbed	3.6 cu ft	1	2 times @ yr

vii. RO/DI System Plant, Health Science Facility (HSF) III, Lower PH, 670 W. Baltimore St., 21201 (circulated)

MATERIAL	ROOM	TYPE OF TANK	VOLUME	QUAN.	NUMBER OF TIMES REPLACED @ YEAR

a) Domestic Water System:

Filters (RO)	Lower Penthouse	Shelco, Resin Trap Filter (1micron) 20" DOE #MB1-20		1	1 time @ yr.

b) Primary Water System (PWS):

Filters (PWS Distribution)	Lower Penthouse	Shelco, PWS Distrib. Loop Filters (0.2micron) 40" DOE #MPX-0.2-40-S1S		10	1 time @ yr.
Filter	Lower Penthouse	Pentek 50 Mic 20" Polypro Sediment Filter	N/A	2	12 time @ yr
Filter	Lower Penthouse	Pentek 5 Mic 20" Polypro Sediment Filter	N/A	1	12 time @ yr
Filters (PWS)	Lower Penthouse	Shelco, Vent Filters (0.2micron) 20" DOE #MAT0.22-20-S1S		2	1 time @ yr.
Lamp (PWS Polishing)	Lower Penthouse	Aquafine 30" single-end 254 NM #GOLD-S		2	1 time @ yr.
Quartz Sleeve (PWS Polishing)	Lower Penthouse	Aquafine #3184 30" Open-ended		2	1 time @ yr.
Tank (PWS Polishing)	Lower Penthouse	Mixbed	3.6 cu ft	4	2 times @ yr

c) Animal Watering System (AWS):

Filters (AWS Polishing)	Lower Penthouse	Shelco, AWS Distr. Loop Filters (1micron) 20" DOE #MB1-20		8	1 time @ yr.
Filters (AWS)	Lower Penthouse	Shelco, Vent Filters (0.2micron) 20" DOE #MAT0.22-20-S1S		1	1 time @ yr.

d) Aquatic System (AQS):

Filters (AQS Polishing)	Lower Penthouse	Shelco, Aquatics Dist. Loop Filters (1micron) 10" DOE		2	1 time @ yr.
Filters (AQS)	Lower Penthouse	Shelco, Vent Filters (0.2micron) 10" DOE #MAT0.22-10-S1S		1	1 time @ yr.
Lamp (AQS Polishing)	Lower Penthouse	Aquafine #17491-LM 30" single-end, 254 NM MAUVE		1	1 time @ yr.

Quartz Sleeve (AQS Polishing)	Lower Penthouse	Aquafine #3184 30" Open-ended		1	1 time @ yr.

viii. DI Water Pre and Post-treatment equipment, School of Nursing, Room 764, 655 W. Lombard St., Baltimore MD 21201 (circulated)

MATERIAL	ROOM	TYPE OF TANK	VOLUME	QUAN.	NUMBER OF TIMES REPLACED @ YEAR
Filters	Room 764	Filter, 20", 1 micron, CODE F ROGII, W2T159700		1	6 Months
Filters	Room 764	Filter, 20", 5 micron, CODE F PP ROGII, W2T159701		1	6 Months
Tank	Room 764	Mixbed - part # W5TDIMB10120FSP 1.2 CU FT	1.2 cu ft	1	6 Months
Tank	Room 764	React Carbon - part # W5TDIRAC0120FSP 1.2 CU FT	1.2 cu ft	1	6 Months

SCHEDULE OF SERVICES 2:

i. PREVENTIVE MAINTENANCE FOR SELF-CONTAINED RO/DI SYSTEM AT UMB SCHOOL OF NURSING, ROOM 764 (circulated) - materials included in annual price

ITEM #	MATERIAL #	MATERIAL DESCRIPTION	QTY	CYCLE
1	W2T523830	Membrane pump 72 l/h. 7,5 bar; 48 V DC	1	12 Months
2	W3T198255	DI Module	1	6 Months
3	W3T199279	Sterile filter 0.2 microm (Pack of 3)	1	12 Months
4	W3T199773	Polishing Module HP2	1	6 Months
5	W3T199951	UV bulb	1	12 Months
6	W3TSP4403	REVIEW OPERATIONS LOG BOOK	1	6 Months
7	W3TSP4421	INSP & REC SYSTEM FEED WATER CHEMISTRY	1	6 Months
8	W3TSP4678	PERFORM & REPLACE UV LAMP MAINT PER PMI	1	12 Months
9	W3TSP3011	PREVENTATIVE MAINTENANCE	1	6 Months

SCHEDULE OF SERVICES 3:

i. BioPark Building I – 800 W. Baltimore Street, Baltimore, MD 21201
2nd Floor Autoclave and Glass wash DI Water System
Location: BioPark Bldg. 1, Southwest Hall, Rm. #246

Schedule of Services for Elga Centra-R 200:

PART #	DESCRIPTION	QTY.	FREQUENCY (DAYS)
DIMB10120FSP	3.5 cuft Mixed Bed Resin Tank, Type 1.1.2	1	90
D1004512	20’ Long, Big Blue Sediment Filters	1	90
DIRAC0360FSP	Tank DI, Carbon, 3.6 CF FG STD HD GEN	1	180

ii. Elga Option Q7BP - Point of Use Polishers

Location at BioPark Bldg. I
Rm. #201, Northside end sink
Rm. #225, Southside end sink
Rm. #230b, Southside end sink
Rm. #230c, Southside end sink
Rm. #230a, Southside end sink
Rm. #240a, Westside end sink
Rm. #240b, Westside end sink
Rm. #301, Northside end sink
Rm. #307, Northside end sink
Rm. #330a, Southside end sink
Rm. #330b, Southside end sink
Rm. #330c, Southside end sink
Rm. #340a, Westside end sink
Rm. #340b, Westside end sink

Schedule of Services for BioPark Bldg. I:
Elga Option Q7BP – for each (14 total) Point of Use Polisher:

PART #	DESCRIPTION	QTY.	FREQUENCY (DAYS)
LC163	Twin Pack Purification Cart	1	180
LC140	Internal Pre-Treatment Cartridge	1	180
TUBE32085	Quartz Sleeve	1	365
LC136M2	Vent Filter	1	180
LC134	Point of Use 0.2 Micro Filter	1	180
LC143	RO Membrane	1	365
LC118	Maxima HPLC UV Lamp	1	365
FCGCF1020	10” Carbon Filter	1	180
USF-LABR	Semi-Annual visits to check systems;	1	180

	perform, replace consumables and sanitize systems		

SCHEDULE OF SERVICES 4:

i. **Health Science Facility III – 670 W. Baltimore St., Baltimore, MD 21201**

a. Elga Option Q7BP - Point of Use Polishers

Location:
Room 2115
Room 2120
Room 3128, outside of room
Rooms 3123 & 3124, between rooms
Room 3131, outside of room
Room 3135, outside of room
Room 3137, outside of room
Room 3141, outside of room
Room 3163
Room 3165

Schedule of Services for HSF III:
Elga Option Q7BP – for each (10 total) Point of Use Polishers:

PART #	DESCRIPTION	QTY.	FREQUENCY (DAYS)
LC163	Twin Pack Purification Cart	1	180
LC140	Internal Pre-Treat Cartridge	1	180
TUBE32085	Quartz Sleeve	1	365
LC136M2	Composite Vent Filter	1	180
LC134	Filter Point of Use 0.2 Mic	1	180
LC143	RO membrane	1	365
LC118	Maxima HPLC UV Lamp	1	365
USF-Labor	Semi-Annual visits to check systems; perform, replace consumables and sanitize systems	1	180

E. <u>ADDITIONAL WORK/ENHANCEMENTS:</u>

i. Additional work or enhancement work beyond the PM Service Specifications must be authorized by the UMB Facilities and Maintenance and such work will be performed on a time and material (T&M), not to exceed (NTE) basis. The University will supply the contractor a written scope of work inclusive of required schedule of work. The contractor will review the project site and scope of work and provide a written break down not to exceed proposal based on the quoted time and material and subcontractor rates quoted in the contract. Upon review and approval the University will issue a notice to proceed in the form of an authorized purchase order or Visa card. The University will pay actual cost up to the not to exceed price. Any costs beyond the not to exceed price will be borne by the contractor unless a written change order is issued by the University.

ii. Contractor <u>must</u> 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.

F. <u>ADDITION/DELETION OF EQUIPMENT:</u>

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

G. <u>EQUIPMENT NOT COVERED BY THIS AGREEMENT:</u>

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

H. <u>MATERIALS:</u>

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

I. SUPERVISORS / EMPLOYEE CONDUCT

All supervisors (Contract Manager and Service Technician) must be fully qualified and trained in all of the techniques, processes, and equipment needed to perform the required tasks. In addition, they must have additional training in supervision.

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

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

J. 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.

K. 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.

L. 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 UMB project Manager of designee. Under no circumstances shall equipment be stored outdoors.

2. Transportation: All materials and equipment shall be so crated, packaged, blocked and otherwise protected during transportation and handling to prevent damage of any kind. This shall include the provision of any necessary lifting devices or machines and the skilled personnel to operate such machines.

3. Protecting Work in Place: Provide all necessary protection of completed work to prevent any and all damage.

M. 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 UMB at no extra cost to the Contractor.

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

O. TOOLS AND MOVABLE EQUIPMENT

The Contractor shall furnish as part of his overhead cost included in the material markup percentage, all necessary protective equipment, concrete mixing boxes, water barrels, wheelbarrows, hoes, shovels, tools, mortar boards, ladders, portable scaffolding, shop tools, shop equipment and fabricating items customary to the trade, etc., and all other movable equipment necessary to completing the work performed under this Contract. The furnishing of tools shall include all maintenance, loss and breakage. Any equipment rental must be approved by UMB Project Manager or designee prior to its use.

P. MATERIAL COSTS

Material costs, which will be reimbursed to the Contractor, shall be based on the cost of materials to the Contractor from his usual sources of supply with all usual trade practice discounts deducted. All cost discounts shall be deducted in determining materials costs. The Contractor shall provide equipment and material as specified by the University from sources at the least cost to the University. Competitive quotations shall be secured wherever feasible and in all instances when requested by the University. Contractor will be required to provide copies of invoices and proof of payment when requested by the University. Contractor responsible for receiving own materials, including unloading of delivery trucks, checking deliveries, transportation to the work area, University employees are not responsible for this.

Q. UNIVERSITY'S RIGHT TO FURNISH MATERIAL AND EQUIPMENT

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

R. SUBCONTRACTS

The Contractor shall be reimbursed for subcontractor work per the quoted mark up. Before any such Subcontracts are awarded, UMB Contract Manager or designee shall be furnished with complete information in writing as to the fees which would be paid to the Subcontractor. The subcontractor shall furnish to the contractor the complete records as to labor and material cost and his fees. The Contractor shall submit such records to UMB Project Manager or designee with all requests fomar payment, which include payment on such Subcontracts, when requested.

S. REMOVAL OF DEBRIS & CLEANING

Waste and debris shall not be allowed to accumulate in the building(s) or work area(s). The Contractor shall remove all debris, as the work progresses in occupied spaces the Contractor shall remove all debris on a daily basis. Salvageable material shall be piled separately for reuse or salvage by UMB.

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

T. CODES AND STANDARDS

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

END OF SECTION 00400/ARTICLE 2

SECTION 00400

ARTICLE 3 – SPECIAL CONDITIONS

A. The Contractor understands and agrees that work beyond that estimated may be assigned to him and in that event he agrees to perform such work in accordance with the terms herein.

B. The University reserves the right to complete particular projects through this Contract, through the use of UMB employees or to obtain separate Contracts through its normal procurement process according to the best interests of UMB.

C. UMB reserves the right to assign UMB personnel employed in various trades to projects under this Contract and/or to perform a portion of the work under a particular project.

D. The Contractor must be able to deliver all said labor and standard items of material and equipment within time frame confirmed in the Purchase Order(s) for each scope of work. Purchase of equipment and material not usually carried in stock by local distributors shall be accomplished competitively within the shortest time possible while maintaining the job schedule.

E. The Contractor shall maintain a local office with telephone available for receiving and making calls throughout the working day and shall have available locally sufficient storage space for materials and equipment if his office and principal place of business is not located within 50 miles of the University.

F. The Contractor shall designate an Account Manager as key personnel to be assigned to this contract. Refer to Section 00300 for defined roles of these personnel.

G. The Account Manager should be readily available to review all phases of the contract and/or project(s) when requested by UMB. No changes can be made to the key personnel without the written approval of UMB via the issuance of a contract amendment by UMB Construction & Facilities Strategic Acquisitions.

H. The Contractor shall perform the work under this Contract on the job site in the presence of UMB employees, other UMB Contractors and/or Subcontractors, whether union or non-union and shall complete the work assigned in the time required. If off-site work such as shop fabrication, UMB shall be so notified at the time the Not-to-Exceed price is provided by the Contractor. UMB reserves the right to inspect such off-site work at any time.

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

END OF SECTION 00400/ARTICLE 3

SECTION 00400

ARTICLE 4 - RATES AND MARK-UPS

A. CONTRACTOR'S LABOR RATES

1. It is understood and agreed that the cost of all of the following items shall be included in the Contractor's Labor Rates. These are not intended to be a complete listing.

    a. Salaries of the Contractor's executive officers and office employees in whatever capacity employed, including such time as is spent at the job site or elsewhere in connection with the work, or time spent in consultation with University's representatives.
    b. Expenses incurred in conducting the Contractor's business and his offices wherever located.
    c. The Contractor's legal expense in connection with any work under the Contract.
    d. Premiums for Workmen's Compensation and Unemployment Insurance, Contractor's share of Social Security Payment, and other such expenses based on payrolls of labor performed in connection with the work under the Contract.
    e. Premiums for insurance for this Contract as required by the Specification or by the law to carry including Contractor's Liability, Property Damage, vehicle Insurance on tools and equipment as stipulated in the Specifications.
    f. Fringe benefits for health and welfare, Workmen's Compensation insurance, vacations, holidays and pensions furnished by the Contractor.
    g. Tools and construction equipment of all types including maintenance, loss and breakage as required to complete the work.
    h. Overtime or incentive pay.
    I. Accounting records.
    J. All costs incurred by the Contractor in connection with the Guarantee as specified.
    k. Overhead of general expenses of any kind not expressly indicated in the Specifications.
    l. All overhead and profit associated with labor.
    m. Trucking, including use of truck and all fuel, depreciation, maintenance, and repair costs.
    n. Expense incurred in complying with the labor and equal opportunity provisions of the Contract.
    o. Travel costs for Contractor's business operation or employee's residence to job site of University of Maryland, Baltimore.
    p. Welfare funds such as vacation allowance or other fringe benefits which are included in the local prevailing wage rates by written agreement between Contractors and Labor Unions.

2. The University will reimburse the Contractor as "labor cost" as follows:

a. Contractor's Contract Manager, when required, at the scale or hourly cash wages as designated in the Contractor's Bid Price. Labor cost shall include all workmen directly employed for the project and shall include all items noted in Paragraph A above.
b. Contractor's Service Technician, when required, at the scale or hourly cash wages as designated in the Contractor's Bid Price. Labor cost shall include all workmen directly employed for the project and shall include all items noted in Paragraph A above.
c. Contractors' Trade Personnel: Only for helpers, laborers, apprentices, carpenter, and trade or craft foreman at the scale or hourly cash wages as designated in the Contractor's Bid Price. Labor cost shall include all workmen directly employed for the project and shall include all items noted in Paragraph A above.

3. The normal work hours for the Contractors shall be 7:00 AM through 3:30 PM, Monday – Friday. The work shall be carried forward during normal work hours unless the Contractor elects on his own violation to extend operations beyond regular hours and such extensions are approved by the University in writing. Overtime will be approved for payment only if the overtime is authorized in writing by the University FM and indicated on University authorized Purchase Order (as noted in 00400/Article 1, Paragraph D). Overtime shall be shown in the Offer for change order work.

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

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

6. In the event that overtime work is required by the Facilities and Operations, Department of Operations and Maintenance it will be recognized as a "job cost" only if a change order amendment to the purchase order change order has been issued to the Contractor's price. The overtime work shall be limited to the work and time approved in advance of its performance and paid at the recognized premium rate.

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

B. <u>"JOB COSTS" FOR WHICH THE CONTRACTOR WILL BE REIMBURSED</u>
(Material, Subcontractor & Equipment Rental on a cost plus fixed percentage mark-up per the Contractor's Bid Price).

1. The net cost of all materials including applicable federal or state taxes thereon plus the fixed percentage mark-up will be applicable for payment. The Contractor upon the request of Facilities and Operations, Department of Operations and Maintenance will provide copies of actual invoices; however, the Contractor will be required to provide to Facilities and Operations, Department of Operations and Maintenance with its Certificate of Payment and Application for Payment copies of applicable Purchase Orders for material costs (see Section 00400, Article 4, paragraph C.2, below for further explanation).

2. All payments made for Subcontractors cost plus fixed percentage mark-up.

3. Equipment rental will be handled same as "B. 1 "above.

4. Equipment owned by a firm, for which the University will be invoiced for its use, will be charged at daily rates noted on the Bid Price Form.

C. <u>RECORDS OF PROJECT COSTS TO BE PROVIDED BY THE CONTRACTOR:</u>

1. Records: All the below listed items, records, and reports shall be furnished to the University as required by the Contractor's office staff (the cost of which is included in the Contractor's quoted labor rates). See paragraph C. 2 below as to documentation to be provided by the Contractor with Certificates of Payment. When requested by the University, the Contractor is required to furnish any records within ten (10) days of the request. The Contractor shall retain the following records for three (3) years after completion of a project:

a. Purchase Orders and invoices for materials inclusive of tool rentals as well as proof of payments (canceled checks);
b. Subcontract agreements as well as proofs of payments (canceled checks); and,
c. Payroll records for all of the Contractor's personnel inclusive Contract Manager, Service Technician and trade people.
d. Final billings on an assigned project must be submitted to the University for processing. Failure to submit this required final invoice will result in the final invoice being returned to the Contractor for compliance.

2. Billing Format:

a. Contractor is to provide a schedule of values to the University for

approval prior to the submission of the first progress billing.
b. With each submission, the Contractor is to attach the following back-up information:

i. Copies of purchase orders (PO's) for material costs billed inclusive of transportation charges; if, however, the materials used are not specifically purchases for such work but are taken from the Contractor's stock, then in lieu of the P.O., the Contractor shall provide a written statement as to what these materials are, accompanied by an affidavit of the Contractor which shall certify that such materials were taken from the stock, that the quantity claimed was actually used, and that the price and transportation of the materials as are claimed represent actual cost.

ii. Statement of labor costs inclusive of name, classification, total hours for each, rate and extension total for work performed by the Contractor's own forces.

iii. Copy of any subcontractors' invoices which are applicable.

END OF SECTION 00400/ARTICLE 4

END OF SECTION 00400

SECTION 00500

INTENTIONALLY OMITTED

SECTION 00600

INTENTIONALLY OMITTED

SECTION OO700

GENERAL TERMS AND CONDITIONS FOR MAINTENANCE
DATED DECEMBER, 2020

ISSUED AS SEPARATE DOCUMENT

SECTION 00800

INTENTIONALLY OMITTED

Attachment A
Technical Proposal Forms
SEE SEPARATE ATTACHMENT

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

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)

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 D - H
INTENTIONALLY OMITTED

ATTACHMENT I
UNIVERSITY OF MARYLAND, BALTIMORE
SOLICITATION TERMS AND CONDITIONS
FOR CONSTRUCTION/MAINTENANCE PROJECTS
DEIONIZED (DI) EXCHANGE AND WATER FILTER REPLACEMENT, AND PREVENTATIVE MAINTENANCE TO POINT-OF-USE (POU) POLISHERS
RFP91086JL

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 proposes 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