

**REQUEST FOR PROPOSAL
FOR
ELECTRICAL/GENERAL CONTRACTING SERVICES
FOR THE
THE SCHOOL OF PHARMACY ELECTRICAL RENEWAL SYSTEM
AT
UNIVERSITY OF MARYLAND, BALTIMORE**

RFP #19-315 WG

ISSUED: December 11, 2020

**PROCUREMENT/ISSUING
OFFICE:**

UMB Department of Strategic Sourcing and Acquisition Services
Construction and Facilities Procurement
University of Maryland, Baltimore
The Saratoga Building
220 Arch Street, Room 02-100
Baltimore, Maryland 21201-1531

PROJECT MANAGEMENT: UMB Office of Facilities and Operations
University of Maryland, Baltimore

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 website at
<https://www.umaryland.edu/procurement/ebid-board/>

**THE SCHOOL OF PHARMACY ELECTRICAL RENEWAL SYSTEM
AT
UNIVERSITY OF MARYLAND, BALTIMORE**

RFP #19-315 WG

TABLE OF CONTENTS

<u>SECTION #</u>	<u>DESCRIPTION</u>
	SOLICITATION SCHEDULE
00100	INSTRUCTIONS TO PROPOSERS
00200	INFORMATION AVAILABLE TO PROPOSERS
00300	PROCUREMENT PROCESS AND FORMS
00400	SCOPE OF WORK
00500	[INTENTIONALLY OMITTED]
00600	[INTENTIONALLY OMITTED]
00700	UMB STANDARD GENERAL CONDITIONS FOR MAINTENANCE DATED DECEMBER, 2020
00800	SUPPLEMENTAL CONDITIONS
ATTACHMENT A	The following forms are to be submitted by each proposer as indicated in the RFP documents herein: <ul style="list-style-type: none">-Key Personnel Form-Firm Experience Form-Project Approach / Preliminary Schedule-Company Profile including Annual Sales Volume/Number of Projects Form-Current Workload Form-MBE – Attachment H-1A MBE Utilization and Fair Solicitation Affidavit Part 2 (Forms located in Attachment H)-Bid/Proposal Affidavit-eBuilder Affidavit-Acknowledgement of Receipt of Addenda Form (if applicable)-Contractors COVID-19 Acknowledgment Form

UNIVERSITY OF MARYLAND, BALTIMORE

RFP #19-315 WG

TABLE OF CONTENTS, CONTINUED

<u>SECTION #</u>	<u>DESCRIPTION</u>
ATTACHMENT B:	Price Proposal Form – to be issued solely to final shortlisted firms Bid Bond Form MBE Attachment H-1A 3 and 4 – Schedule of MBE Subcontractors
ATTACHMENT C:	The following forms are to be submitted/signed by the successful firm: University Contract Performance Bond Payment Bond Contract Affidavit
ATTACHMENT D	Intentionally Omitted
ATTACHMENT E	Intentionally Omitted
ATTACHMENT F	Intentionally Omitted
ATTACHMENT G	Intentionally Omitted
ATTACHMENT H	MBE Forms and Instructions
ATTACHMENT I	Procurement Terms and Conditions

RFP #19-315 WG - SOLICITATION SCHEDULE

Issue Date:	December 11, 2020
Pre-Proposal Meeting:	Monday, December 21, 2020 at 3:00 pm Refer to Section 00100, Paragraph D for further information.
Questions Regarding Solicitation Due:	Wednesday, December 23, 2020 (See Section I, Para C.3)
Initial Technical Proposal Due:	Tuesday, January 12, 2021 on or before 5:00 pm (to be submitted electronically via email; see instructions in Section 00100, Paragraph E., required contents are detailed in Section 00300, Article 1.)
Anticipated Date of Notification following the Initial Technical Evaluation regarding shortlist:	January 26, 2021
Oral Discussions of <u>shortlisted</u> Proposers:	Thursday, February 4, 2021 from 9:00 am to 4:00 pm (Refer to Section 00300, Article 3, Paragraph A)
Anticipated Date of Notification following the Second Technical Evaluation regarding final shortlist:	February 8, 2021
Site Visit:	Week of February 15 to 19, 2021, time TBD. Details to be provided to the final shortlisted Proposers. Masks must be worn by attendees.
Anticipated Price Proposal Due:	February 25, 2021 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 March 16, 2021

Contract executed by selected Contractor:	March 26, 2021 (Projected)
Contract Commencement:	March 29, 2021 (Projected)
Required Contract Completion:	Twelve (12) months from NTP Plus three (3) months for close out

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 for the University of Maryland, Baltimore (herein referred to as "the University") to select a qualified Electrical Contractor who will also act as the General Contractor (EC/GC) for the University of Maryland Baltimore School of Pharmacy Electrical Renewal Systems project (the "Project") as more fully set forth below and in accordance with the Solicitation documents
2. The successful contractor will furnish all labor, materials, equipment, supplies, supervision and other resources as required for the Project.
3. The scope of work is more specifically defined by the contract documents, including the plans and specifications issued with this RFP. The base price proposal shall be based on 100% Construction Documents.
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 EC/GC firm on or about March 29, 2021.

B. PROCUREMENT PROCESS:

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

C. ISSUING OFFICE AND QUESTIONS/INQUIRIES:

1. The Issuing Office is:

University of Maryland, Baltimore
Department of Strategic Sourcing and Acquisition Services
Construction and Facilities Procurement
The Saratoga Building
220 Arch Street, Room 02-100
Baltimore, Maryland 21201-1531

Attn: Wes Gordon
email to: wgordon@umaryland.edu

OR

Valerie Rolandelli
email to: vrolandelli@umaryland.edu

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

3. All questions on this procurement are to be directed (preferably in writing) to the Issuing Office. Questions are due per the Solicitation Schedule. Items affecting the scope of work or conditions of the contract shall be subject to the conditions of Addenda per Attachment I Procurement Terms and Conditions, Paragraph 7.

D. PRE-PROPOSAL CONFERENCE:

1. **A Pre-Proposal Conference will be held virtually via video-conferencing (Webex) Monday, December 21, 2020 at 3:00 p.m**

[Join Webex meeting](#)

Meeting number (access code): 120 552 8611 Meeting password: mpA2fP3c

Join from a video system or application

Dial 1205528611@umaryland.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Tap to join from a mobile device (attendees only)

[+1-202-860-2110,,1205528611##](tel:+1-202-860-2110,,1205528611##) United States Toll (Washington D.C.)

[+1-415-655-0001,,1205528611##](tel:+1-415-655-0001,,1205528611##) US Toll

Join by phone

+1-202-860-2110 United States Toll (Washington D.C.)
+1-415-655-0001 US Toll

2. Attendance is ***not mandatory***, but is strongly recommended as clarifications may be provided.
3. A walk through of the Project site will **not** be conducted as part of this meeting, however, it is anticipated that a walk-through of the Project site will be held with the final shortlisted firms (and interested subcontractors) prior to the Price Proposal due date.

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

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

E. 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: 01-12-2021 19-315 WG – 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.

F. MINORITY BUSINESS ENTERPRISE NOTICE:

1. **Establishment of Goal and Subgoals.**

An overall MBE subcontractor participation goal of 10% of the total contract dollar amount has been established for this procurement.

There are no MBE subcontractor participation subgoals for this procurement.

The Contractor is encouraged to use a diverse group of subcontractors and

suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

2. **Attachments H-1 to H-5** – The following Minority Business Enterprise participation instructions, and forms are provided to assist Bidders/Offerors:

Attachment _H-1A	MBE Utilization and Fair Solicitation Affidavit Part 2 (must submit with Technical Proposal)
Attachment H-1A	MBE Participation Schedule Part 3 and 4 (must be submitted with Price Proposal)
Attachment H-1B	Waiver Guidance
Attachment H-1C	Good Faith Efforts Documentation to Support Waiver Request
Attachment H-2	Outreach Efforts Compliance Statement
Attachment H-3A	MBE Subcontractor Project Participation Certification
Attachment H-3B	MBE Prime Project Participation Certification
Attachment H-4A	Prime Contractor Paid/Unpaid MBE Invoice Report
Attachment H-4B	MBE Prime Contractor Report
Attachment H-5	Subcontractor/Contractor Unpaid MBE Invoice Report
Attachment H-6.	<u>Liquidated Damages Provisions for Non-Construction Contracts Containing MBE Participation Goals</u>

Refer to Attachment H for detailed information and instructions regarding the Minority Business Enterprise program and requirements.

G. eBUILDER PROJECT MANAGEMENT SOFTWARE

The University Facilities Operations and Maintenance utilizes eBuilder Project Management software to assist in the management of all projects. Use of the eBuilder system involves submission of all documentation through the web based system. Such documentation includes submissions during design and construction phases, and includes construction document submissions, cost estimates, constructability reviews, reports, requests for information, product submittals, shop drawings, outage requests, invoices and other project related documents. The University of Maryland, Baltimore Design and Construction (UMB D&C) has switched to an eBuilder unlimited licensing plan. This means that the project team (A/E and Contractor) will be required to register for use of the eBuilder system through UMB D&C and will NO LONGER be required to purchase an annual license for each Project Manager under this contract. This is ONLY for projects specifically at or managed by UMB. See eBuilder affidavit for further details.

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 RFP #19-315 dated December 11, 2020 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:
- **100% Construction Drawings and Specifications dated November 6, 2020**

and,

- **Any Addenda**, which may be issued prior to the Proposal Due Date.

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

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

C. AVAILABLE RECORD DOCUMENTS:

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

END OF SECTION 00200

SECTION 00300

PROCUREMENT PROCESS AND FORMS

SECTION 00300
PROCUREMENT PHASES AND FORMS

Article 1

Summary of Procurement Phases and Technical Proposal Requirements

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

1. **Technical Proposal Submittal** (see Section D below of this Section 00300 Article 1 for details on the required contents of the Technical Proposal): All Proposers are required to first submit **only a Technical Proposal without a Price Proposal**. Refer to the Solicitation for the due date and time for Technical Proposals and Section 00100 Paragraph E 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.) 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. Minority Business Enterprise Utilization and Fair Solicitation Affidavit (MBE Attachment H-1A, Part 2); (**Failure to provide this form is NONCURABLE**; if a Proposer fails to provide this form, the proposal shall be deemed not susceptible of the award.)
5. eBuilder Affidavit;
6. 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,
7. Acknowledgement of Contractor Guidelines for Covid-19

C. FORMS PACKAGE

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

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

D. TECHNICAL PROPOSAL CRITERIA

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

1. **Proposer's Key Personnel**

(a) Proposer's should provide an organizational chart of the proposed team for this project as well as the company as a whole. Reporting lines should be included.

(b) Proposer shall complete a separate **Key Personnel Form** (available in the Forms Package listed with the RFP on the UMB eBid Board at <https://www.umaryland.edu/procurement/ebid-board/>) for the proposed Project Manager and Field Superintendent as noted below. The information required includes:

1. Educational background
2. Work experience with the proposing firm, including duration of employment, with dates (month and year), and position(s) held;
3. Work experience with prior employers, including duration of employment, with dates (month and year), and position(s) held.
4. Brief description of three (3) similar or relevant projects, preferably on one or more of the projects submitted in response to #2, Firm Experience on Similar or Relevant Projects, where the individual performed a similar role to the one they would perform on this project.

Highest consideration will be given for demonstrating successful experience in a similar role with projects of similar size and type to this Project (large electrical projects in an occupied building in a higher education/campus setting/academic health care). The similar or relevant projects provided should have been successfully completed in the last ten (10) years.

a. Project Manager:

- i. The Project Manager is a Contractor employee who will be involved from Notice to Proceed to Construction Close-Out (Completion of the Punch List work included with the Substantial Completion Certificate). The Proposer is to state the minimum time commitment on the PM's Key Personnel Form.
- ii. This person will be responsible for the overall management, administration, communication and completion of this project.
- iii. The Project Manager should have a minimum of five (5) years' experience in the position of Project Manager.

- b. Field Superintendent/Foreman:
 - i. The Superintendent/Foreman is a Contractor employee who will be involved full-time (100%) onsite from start of Construction field activities to Construction Close-Out, and is able to make decisions while in the field. (This is not a General Superintendent who is supervising several projects from an executive oversight role and who only visits field sites occasionally.)
 - ii. This person will be responsible for the overall direct supervision of the subcontractors, daily coordination of the work on site, maintenance of the schedule, on site management such as material delivery, outages, etc. The Superintendent/Foreman should have knowledge of safety hazards and MOSHA requirements and the ability to interpret contract plans and specifications for the subcontractors. Best consideration will be given for experience on similar electrical projects (See 1 (a) 4 above.)
 - iii. The Field Superintendent/Foreman should have a minimum of five (5) years' experience in the position of Field Superintendent/Foreman.

(c) Personnel Commitment: If successful, the Proposer is committing the staff to the University for the project's duration; no key personnel changes are permitted without written authorization from the University. Replacement personnel, if accepted by the University, must be equal to or better than those identified in the proposal. It is expected that the Project Manager and Field Superintendent/Foreman will be committed to the Project as noted above.

2. Firm Experience on Similar or Relevant Projects

- (a) Complete the Firm Experience Form (Form found in Attachment A of the forms package) for a total of three (3) projects similar in magnitude and scope to that described herein. The proposer should have successfully completed the project within the past ten (10) years. The projects submitted under this category are to be similar in size, function and complexity to the University's project. Projects will be evaluated based on the greater degree of similarity to the University's Project. (See Section 00400 and the Bid Documents for the specifics of the **School of Pharmacy Electrical Renewal System.**)

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

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

(c) Project Completion:

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

(d) For highest consideration, projects should be at least 1.5 million dollars (\$1,500,000.00).

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

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

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

(f) References

- 1) **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.
- 2) 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.
- 3) 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.

3. Project Approach/ Preliminary Schedule

- (a) Identify the most challenging aspect of this project in your firm's assessment and the approach/methodologies that are proposed to handle this challenge.
- (b) Provide a preliminary schedule (Bar Chart, Gantt Chart or CPM; preferably CPM) to include the following:
 1. Major components of work.
 2. Incorporate design engineers outage durations within your project schedule

3. Notice to Proceed
4. Substantial Completion
5. Final Completion
6. Procurement duration of key materials, long lead items and equipment.

(c) If the proposed schedule includes more than one (1) shift, indicate the proposed work hours for each shift and any other considerations associated with the additional shift(s).

The preliminary schedule shall identify the project critical path.

4. Profile of Proposer:

(a) **Company Profile:** (Form found in Attachment A of the forms package.) Provide a brief but **informative** history of your firm inclusive of (i) how your firm has developed over the years, (ii) type of work done, (iii) client base, (iv) number of employees inclusive of a breakdown among office and field and supervisory and non-supervisory, (v) your firm's bonding capacity, (vi) your firm's EMR rating, and (vii) your firm's familiarity/plan with using eBuilder.

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 [4 (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).

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

6. Acknowledgement Of Receipt Of Addenda Form: If any addenda to the solicitation documents are issued prior to the due date and time for Technical Proposal, this

form (found in **Attachment A**) is to be completed, signed, and included in the Proposing Contractor's Technical Proposal.

7. Minority Business Enterprise Utilization and Fair Solicitation Affidavit (MBE Attachment H-1A, Part 2); (Failure to provide this form is NONCURABLE; if a Proposer fails to provide this form, the proposal shall be deemed not susceptible of the award.),

8. eBuilder Affidavit, and

9. Acknowledgement of Covid Guidelines for Contractors

END OF SECTION 00300, ARTICLE 1

SECTION 00300
PROCUREMENT PHASES AND FORMS
Article 2
Initial Evaluation of Technical Proposals

A. Evaluation of the Technical Proposal:

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

1.2. Qualifying Proposals

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

1.3 Technical Evaluation

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

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

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

Organization of the Team/Key Personnel,
Firm Experience;
Project Approach/Preliminary Schedule; and
Profile of Proposer

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

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

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

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

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

END OF SECTION III, ARTICLE 2

SECTION 00300
PROCUREMENT PHASES AND FORMS
Article 3
Oral Presentations/Interview Sessions

A. ORAL PRESENTATION/INTERVIEW SESSIONS

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

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

2. 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: Organization Chart of Prime Contractor/Key Personnel including Key Personnel References, Firm Experience including References, Project Approach/Preliminary Schedule, and Profile of Proposer.

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) A five percent (5%) Proposal Bond, on the form provided by the University, will be required if the proposal price exceeds \$100,000.**
 - (c) MBE For H-1A Participation Schedule Part 3 and Part 4 (**Failure to include this form is non-curable.**)**

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 resulting contract will be a lump sum agreement. However, unit prices and/or alternates may be incorporated if deemed in the University's best interest.
4. The University may elect to request Best & Final Price Proposal(s).

D. FINAL PROPOSAL RATING

1. The final proposal rating will be based on the second (or final, whichever is applicable) phase technical evaluation and the price proposal evaluation.
2. Technical merit will have a greater weight than cost.
3. The Evaluation and Selection Committee will choose from among the highest rated proposals that proposal which will best serve the interests of the University, in accordance with University procurement regulations. The University reserves the right to negotiate or modify any element of the request for proposal evaluation process to secure the best possible arrangement for achieving the stated purpose. The University reserves the right to make an award with or without negotiations. The final decision will not be based upon price alone.
4. Refer to Attachment I Procurement Terms and Conditions, Paragraph 11. Proposal Acceptance.

END OF SECTION 00300 ARTICLE 4

END OF SECTION 00300

SECTION 00400

SCOPE OF WORK

SECTION 00400 SCOPE OF WORK

IV. SCOPE OF WORK

A. INSTITUTIONAL PROFILE OF UMB

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

B. PROJECT OVERVIEW/SCOPE OF WORK

The Project consists of mainly electrical work in the UMB School of Pharmacy. The electrical scope of work for the 19-315 electrical system renewal project at the UMB School of Pharmacy includes replacing the existing 15kV, 480V, and 208V main distribution equipment in the original School of Pharmacy building electrical room. Upgrades to the emergency power system, including replacement automatic transfer switches and the addition of a temporary generator docking station are also included in the electrical upgrades for the project. The mechanical scope of the project includes replacement of the HVAC that serves the main electrical room. The project will be phased.

C. PROJECT INFORMATION

1. The objective of this project is to select a qualified Electrical Contractor who will also act as the General Contractor to provide all labor, materials, equipment, supplies, supervision, subcontracting and any other necessary resources as required for the Project for the University of Maryland, Baltimore in accordance with this Solicitation.
2. The Contract is to be issued for a period of twelve (12) months from the issuance of the Notice to Proceed/Purchase Order to Substantial Completion with an additional three (3) months for closeout.
3. The Specifications for the project dated November 6, 2020 were prepared for the project by RMF Engineering Inc., 5520 Research Park Drive, Suite 300, Baltimore, MD 21228, and any applicable drawings will be available on UMB's Department of Strategic Sourcing and Acquisitions eBid Board.
4. All work is to be performed in accordance with the UMB Maintenance Standard General Conditions, Section 00700 dated December, 2020 of this contract in effect as of Notice to Proceed.

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

D. SCOPE OF WORK – See Paragraph B above. As well, the Project is clearly defined in the specifications and drawings for the project.

E. CONTRACTOR USE OF PREMISES

1. General: During the construction period the Contractor shall have full use of the premises for construction operations, including use of the site. The Contractor's use of the premises is limited only by the University's right to perform work or to retain other contractors on portions of the Project. Contractor's use of interior portions of the building shall be limited to those operations necessary for work related to this contract. Interior work shall be scheduled in advance with the Owner and required written authorization.
2. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
 - (a) University Occupancy: Allow for University occupancy and use by the public. The building will remain in 24 hour operation; access to the building entrances shall be maintained throughout the construction period.
 - (b) Keep area clean, free of debris, and protected from public access. Staff and public access shall be maintained at all times.
 - (c) Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the University, the University's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
3. Use of the Existing Buildings: Maintain the existing buildings in a weather-tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the buildings and its occupants during the construction period.

F. OCCUPANCY REQUIREMENTS

1. Full University Occupancy: The University will occupy the site and existing building during the entire construction period. Cooperate with the University during construction operations to minimize conflicts and facilitate University usage. Perform the Work so as not to interfere with the University's operations.
2. Perform work as quietly as possible to avoid unnecessary disturbance. Unusual

precaution may be necessary in the conduct or work in some areas to achieve satisfactory compliance. Some off hour work may be required due to noise level issues.

3. Coordinate with the Owner to perform work producing high noise levels, dust, or hazards to occupants in occupied areas.

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

SUPPLEMENTAL TERMS AND CONDITIONS

1. Contractors must adhere to the following contractor guidelines related to Covid-19 as well as acknowledge receipt of these guidelines.

<https://www.umb.edu/coronavirus/content/campus-operations/covid-19-guidance-for-contractors.php>

Acknowledgement Form:



UNIVERSITY of MARYLAND
BALTIMORE

Contractors COVID-19 Acknowledgment Form

Instructions: The sponsor completes this form with the contractor and discusses UMB's health and safety requirements prior to or immediately upon arrival of the (first) visit. Once it has been completed, maintain this form their records.

Step 1: Complete Contractor Information

Name:	Start date: Click or tap to enter a date. End date (if known): Click or tap to enter a date.
The Contractor's Primary Location:	The Purpose of the Work:
My contractor requires the following special accommodations: <small>Contractors with disabilities may request reasonable accommodations during their work on campus. The Sponsor is responsible for coordinating requests. For workplace accommodations, Sponsors should contact Sheila Blackshear, Diversity, ADA and Affirmative Action Administrator.</small>	
Contractor Signature:	

Step 2: Determine Contractor Health and Safety Requirements

Face Covering Policy	Required
Testing Requirement	Not Required
Contractor Health System Monitoring Process	Required
Acknowledgment Form	Required
Review COVID-19 Contractors Guidance	Required

Step 3: Obtain Acknowledgments

1.	<input type="checkbox"/> Yes <input type="checkbox"/> No	The sponsor has communicated UMB's health and safety requirements through email or check-in process.
2.	<input type="checkbox"/> Yes <input type="checkbox"/> No	The contractor acknowledges and agrees to follow UMB's health and safety requirements, to include: <ul style="list-style-type: none">• Wearing a face covering inside UMB buildings and outside, consistent with policy• Practicing good hygiene – washing hands frequently, covering your cough and sneeze• Maintaining physical distancing• Rescheduling or reassigning the work if a contractor is sick, experiencing flu-like symptoms, or has been exposed or have been diagnosed with COVID-19 in the last 14 days.
3.	<input type="checkbox"/> Yes <input type="checkbox"/> No	The contractor has a health symptom monitoring process
4.	<input type="checkbox"/> Yes <input type="checkbox"/> No	The contractor acknowledges they must notify UMB of any positive COVID-19 cases among individuals working on UMB's campus.

-SAVE THIS FORM FOR YOUR RECORDS-

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 Form
- Firm Experience Form
- Company Profile/Annual Sales Volume Form
- Current Workload Form
- eBuilder Affidavit
- MBE –Attachment H-1A, Certified MBE Utilization and Fair Solicitation Affidavit #1-2 (**forms located in Attachment H**) (**Note: This is non-curable; if this form is not included in the Technical Proposal, the proposal will be classified as not susceptible of the award.**)
- Bid/Proposal Affidavit
- Acknowledgment of Receipt of Addenda Form (if applicable)
- Acknowledgement of Receipt of Covid Guidelines for Contractors

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.

Bid Bond Form

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

Bond No.

We, _____ as Principal, hereinafter called the Principal, and _____, a corporation duly organized under the laws of the State of _____, as Surety, hereinafter called the Surety, are held and firmly bound unto the State of Maryland, hereinafter called "State", for the sum of _____ for the payment of which sum, the Principal and the Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Identify project by number and brief description):

NOW, THEREFORE, if the Principal, upon acceptance by the State of its bid identified above, within the period specified therein for acceptance (ninety (90) days, if no period is specified), shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the State the difference not to exceed the penalty hereof between the amount specified in Principal's bid and such larger amount for which the State may in good faith contract with another party to perform the work covered by said bid, then the above obligation shall be void and of no effect.

The Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the State, notice of which extension(s) to the Surety being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than ninety (90) calendar days in addition to the period originally allowed for acceptance of the bid.

In Presence of: Individual Principal

Witness _____
(Name)

_____ as to _____ (SEAL)

In Presence of: Partnership Principal

Witness _____
(Name)

_____ as to _____ (SEAL)
Partner

_____ as to _____ (SEAL)
Partner

_____ as to _____ (SEAL)
Partner

Attest: Corporate Principal

(Name of Corporation) AFFIX

Secretary By: _____
President SEAL

(Surety) AFFIX

Attest

By: _____
Attorney-in-fact SEAL

Bonding Agent's Name _____

Agent's Address _____

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

Assistant Attorney General _____

H-1 PART 3 - MBE PARTICIPATION SCHEDULE

Information Provided to MBE firms

In the solicitation of subcontract quotations or offers, MBE firms were provided not less than the same information and amount of time to respond as were non-MBE firms

SET FORTH BELOW ARE THE (I) CERTIFIED MBES I INTEND TO USE, (II) THE PERCENTAGE OF THE TOTAL CONTRACT VALUE ALLOCATED TO EACH MBE FOR THIS PROJECT AND, (III) THE ITEMS OF WORK EACH MBE WILL PROVIDE UNDER THE CONTRACT. I HAVE CONFIRMED WITH THE MDOT DATABASE THAT THE MBE FIRMS IDENTIFIED BELOW (INCLUDING ANY SELF-PERFORMING MBE PRIME FIRMS) ARE PERFORMING WORK ACTIVITIES FOR WHICH THEY ARE MDOT-CERTIFIED.

Prime Contractor	Project Description	Project/Contract Number

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. MBE PRIMES: PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

For MBE Prime Contractors ONLY (including MBE Primes in a Joint Venture)

MBE Prime Firm Name: _____	Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____% Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.
MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of total Contract Value to be performed with own forces and counted towards the subgoal , if any, for my MBE classification (up to 100% of not more than one subgoal): _____% <input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%) <input type="checkbox"/> Manufacturer (count 100%) <input type="checkbox"/> Broker (count reasonable fee/commission only) <input type="checkbox"/> Furnish and Install and other Services (count 100%)
NAICS code: _____	Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work your firm is self-performing to calculate amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any. A. Percentage amount of subcontract where the MBE Prime firm is being used for manufacturer, furnish and install, and/or services (excluding products / services from suppliers, wholesalers, regular dealers and brokers) _____% B. Percentage amount for items of work where the MBE Prime firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products _____% x 60% = _____% C. Percentage amount of fee where the MBE Prime firm is being used as broker (count reasonable fee/commission only) _____% Description of the Work to be performed with MBE prime's own forces: _____ _____

For all Contractors (including MBE Primes and MBE Primes in a Joint Venture)

<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%) <input type="checkbox"/> Manufacturer (count 100%) <input type="checkbox"/> Broker (count reasonable fee/commission only) <input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers) ____ %</p> <p>B. Percentage amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products ____ % X 60% = ____ %</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only) ____ %</p> <p>Description of the Work to be Performed: _____ _____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%) <input type="checkbox"/> Manufacturer (count 100%) <input type="checkbox"/> Broker (count reasonable fee/commission only) <input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE Firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE Firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers) ____ %</p> <p>B. Percentage amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products ____ % X 60% = ____ %</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only) ____ %</p> <p>Description of the Work to be Performed: _____ _____</p>

<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%) <input type="checkbox"/> Manufacturer (count 100%) <input type="checkbox"/> Broker (count reasonable fee/commission only) <input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that for the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers) _____%</p> <p>B. Percentage amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products _____% X 60% = _____%</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only) _____%</p> <p>Description of the Work to be Performed: _____ _____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p>	<p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%) <input type="checkbox"/> Manufacturer (count 100%) <input type="checkbox"/> Broker (count reasonable fee/commission only) <input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers) _____%</p> <p>B. Percentage amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule)). Total percentage of Supplies/Products _____% X 60% = _____%</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker _____%</p> <p>Description of the Work to be Performed: _____ _____</p>

CONTINUE ON SEPARATE PAGE IF NEEDED

PART 4 – SIGNATURE PAGE

To complete MBE Schedule Proposer must sign below:

I solemnly affirm under the penalties of perjury that: (i) I have reviewed the instructions for the MBE Schedule, and (ii) the information contained in the MBE Schedule is true to the best of my knowledge, information and belief.

Proposer Name
(PLEASE PRINT OR TYPE)

Signature of Authorized Representative

Address

Printed Name and Title

City, State and Zip Code

Date

SUBMIT THIS AFFIDAVIT WITH PRICE PROPOSAL

ATTACHMENT C
CONTRACT FORMS

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

STANDARD FORM OF MAINTENANCE CONTRACT
CONTRACT # C_____

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

WITNESSETH:

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

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

1. The Contract consists of the following documents:
RFP/WG #_____ Document dated / / ;
RFP/WG #_____ 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: _____

PERFORMANCE BOND – October 2020

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

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

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

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

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

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

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

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

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

signatories under the Principal or Surety heading below.

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

In Presence of: Witness:	Individual Principal
_____ as to	_____ (SEAL)
In Presence of: Witness:	Co-Partnership Principal
_____	_____ (SEAL)
_____ as to	(Name of Co-Partnership)
_____ as to	By: _____ (SEAL)
_____ as to	_____ (SEAL)
_____ (SEAL)	
Attest:	Corporate Principal
_____	_____ (Name of Corporation)
Corporate Secretary	By: _____ President
	AFFIX CORPORATE SEAL
Attest:	(Corporate Surety)
_____	By: _____ Title _____
Signature	_____
Bonding Agent's Name: _____	_____
Agent's Address _____	_____ (Business Address of Surety)
	Approved as to legal form and sufficiency this ____ day of _____ 20 ____
	Asst. Attorney General

PAYMENT BOND – October 2020

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

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

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

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

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

1. A claimant is defined to be any and all of those persons supplying labor and materials (including lessors of the equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and subcontractors in the prosecution of the work provided for in the Contract, entitled to the protection provided by Section 9-113 of the Real Property Article of the Annotated Code of Maryland, as from time to time amended.
2. The above named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been in full may, pursuant to and when in compliance with the provisions of the aforesaid Section 9-113, sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

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

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

under the Principal or Surety heading below.

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

In Presence of:

Individual Principal

Witness:

as to

(SEAL)

In Presence of:

Co-Partnership Principal

Witness:

(SEAL)

(Name of Co-Partnership)

By: _____ (SEAL)

(SEAL)

_____ as to (SEAL)

_____ as to (SEAL)

_____ as to (SEAL)

CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

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

and is registered or qualified as required under Maryland Law.

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

Name and Department ID

Number: _____ Address: _____

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

Name and Department ID Number: _____

Address: _____.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

- (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)-(j), of this regulation.

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

(4) I acknowledge and agree that:

- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
- (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
- (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 20____, and executed by

me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date:_____

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

_____ (signature of Authorized Representative and affiant)

ATTACHMENT H – MBE PROGRAM AND FORMS
SEE SEPARATE ATTACHMENT

Attachment I
SOLICITATION TERMS AND CONDITIONS
FOR CONSTRUCTION/MAINTENANCE PROJECTS
RFP 19-315 - WG – UMB
School of Pharmacy Electrical Renewal System

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.

No withdrawal or modifications will be accepted after the time proposals are due.

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 before the opening of the proposals.

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 I