



# UNIVERSITY *of* MARYLAND BALTIMORE

## REQUEST FOR PROPOSAL FOR EMERGENCY REMEDIATION/MITIGATION AND RESTORATION AND RECONSTRUCTION SERVICES

RFP NUMBER: 90011 WG  
ISSUED: May 11, 2022

**Procurement/Issuing Office:**

University of Maryland, Baltimore  
Construction & Facilities Strategic Acquisitions  
Saratoga Building  
220 Arch Street, Rm. 02-100  
Baltimore, MD 21201

**Project Management:**

University of Maryland, Baltimore  
Facilities Management  
Operations & Maintenance  
Pearl Street Garage  
622 W. Fayette Street  
Baltimore, MD 21201

**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/>

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Section 3	PROCUREMENT PHASES AND EVALUATION PROCESS  Article 1: Technical Proposal Requirements Article 2: Oral Presentations/Interview Article 3: Technical Evaluation Article 4: Price Proposals and Final Evaluation
ATTACHMENT A	The following forms are to be submitted by each proposer as indicated in the RFP documents herein:  - Profile of Proposer - Contractor Relevant Experience - Key Personnel - Approach - Bid/Proposal Affidavit - Acknowledgement of Receipt of Addenda Form (if applicable)
ATTACHMENT B:	-Price Proposal Form – to be issued solely to final shortlisted firms -Contractors COVID-19 Acknowledgment Form
ATTACHMENT C:	The following forms are to be submitted/signed by the successful firm: - Standard Form of Maintenance Contract - Contract Affidavit  - UMB Standard Maintenance General Conditions, Dated 2020 (issued separately)

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ATTACHMENT D	Intentionally Omitted
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ATTACHMENT G	Intentionally Omitted
ATTACHMENT H	Intentionally Omitted
ATTACHMENT I	Procurement Terms and Conditions

## RFP # 90011 WG - SOLICITATION SCHEDULE

Issue Date:	May 11, 2022
Pre-Proposal Conference Date:	May 18, 2022 at 9:15 a.m. Virtual Meeting (See Link Below)
Pre-Proposal Conference Location:	<b>Microsoft Teams meeting</b> <b>Join on your computer or mobile app</b> <a href="#">Click here to join the meeting</a> <b>Or call in (audio only)</b> <a href="#">+1 443-409-5274,,336828809#</a> United States, Baltimore Phone Conference ID: 336 828 809# <a href="#">Find a local number</a>   <a href="#">Reset PIN</a> <a href="#">Learn More</a>   <a href="#">Meeting options</a>
Deadline for questions for Technical Proposal: (See Section 2, Item 2.2)	May 25, 2022 on or before 5:00 p.m. (See Section I, Para C.3)
Technical Proposal Due Date:	<b>June 8, 2022 on or before 5:00 p.m.</b>
Submit Technical Proposal: (See further instructions detailed in Section 2 and required contents detailed in Section 4, Article 1)	<a href="mailto:proc-oncallbids@umaryland.edu"><b>proc-oncallbids@umaryland.edu</b></a> <b>The subject line of your email:</b> 06/08/2022 RFP 90011WG [Your Company Name] <b>File to be labeled:</b> “90011 – Emerg Remed & Restor Svc – Your Company Name”
Anticipated Date of Notification following the Initial Phase Technical Evaluation regarding shortlist:	June 30, 2022
Interview Sessions for Shortlisted Firms:	These are optional and may be held at the University’s sole discretion. July 13, 2022 (Refer to Section 3, Article 3, Paragraph A)
Anticipated Date of Notification following the Second Phase Evaluation regarding shortlist:	July 18, 2022

RFP 90011 WG Emergency Remediation/Mitigation and Restoration and Reconstruction Services

Anticipated Site Visit to UMB Campus	The week of July 25, 2022, time TBD. Details to be provided to the final shortlisted Proposers. Masks must be worn by attendees.
Deadline for Questions regarding Price Proposal Phase:	August 3, 2022
Price Proposal Due (only shortlisted Proposers will be invited to submit a Price Proposal)	August 8, 2022 <b>(Only the final shortlisted Proposers</b> will be requested to submit a Price Proposal electronically; Instructions regarding Price Proposal submittal will be issued via Addendum to the final shortlisted firms.
UMB Notifies Selected Contractor:	Anticipated by August 19, 2022
Contract executed by selected Contractor:	August 26, 2022 (Projected)
Contract Commencement:	September 1, 2022

END OF SOLICITATION SCHEDULE

## SECTION 1 GENERAL INFORMATION

### 1.1 SUMMARY OF PROCUREMENT PROCESS:

This is a phased procurement. For detailed information on the Procurement Phases including the preparation and submittal of proposals see Section 3 "Procurement Phases and Evaluation Process". See Attachment I regarding Solicitation Terms & Conditions.

This RFP consists of the following phases:

- A. Technical Proposal Submittal:  
(see Section 3 Article 1 for details on the required contents and organization of the Technical Proposal)

All Proposers are required to first submit **only a Technical Proposal without a Price Proposal**. Refer to the Solicitation Schedule for the due date and time for Technical Proposals and Section 3, Article 1 regarding submittal instructions and

- B. Oral Presentations/Interview Sessions:  
(see Section 3 Article 2 for details regarding these sessions)

**Only** those Proposers whose technical proposals are shortlisted following the Initial Technical Evaluation will be requested to remotely attend Oral Presentations/Interview Sessions virtually or at the University. Refer to the Solicitation Schedule for the anticipated date for Oral Presentations/Interviews. Oral Presentations/Interviews will be held at the discretion of the University.

- C. Price Proposal Submittal:  
(see Section 3 Article 4 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.

## 1.2 SUMMARY OF SERVICES:

The objective of this Solicitation is to select a qualified contractor to provide, on an as needed basis, emergency remediation/mitigation, restoration and reconstruction services including electronic equipment and electronic media recovery and restoration, document recovery and restoration services due to fire, flood, sewer back-ups, smoke, or mold damage, etc. on a twenty-four (24) hour seven (7) days a week, three hundred sixty five (365) days a year for the University of Maryland, Baltimore (UMB).

The Contractor must be experienced and qualified to provide all labor, materials equipment, supplies, supervision and other resources as required to execute the following: remediation/mitigation, restoration and reconstruction services including electronic equipment and electronic media recovery and restoration, document recovery and restoration services on a time and material, not to exceed basis as specified by authorized personnel of the University of Maryland, Baltimore. (See Section 2 for a more detailed description)

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 in Attachment C) as modified or supplemented by any amendments, supplementary conditions, the Contract Documents as listed herein, any addenda, and other components of the Contract.

The University anticipates having a contract in place with the successful firm in accordance with the Solicitation Schedule.

## 1.3 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 enrolls over 7,200 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.

Type of space	Total sq ft.	Total lab space (exclude offices)	Percent
Gross square feet (GSF) (including garages)	6,180,353 GSF	612,474 (research and teaching)	9.9%
Occupied (non self-support)	4,918,130 NASF	612,474 (research and teaching)	12.45%

Information regarding the University of Maryland, Baltimore (UMB), Maryland’s public health, law, and human services university, may be found at <https://www.umaryland.edu/about-umb/umb-fast-facts/>

Information regarding the campus and the buildings where services may be required may be found at <https://www.umaryland.edu/maps/>

#### 1.4 CONTRACTUAL AGREEMENT.

The Master Contract to be entered into as a result of this RFP (the “Master Contract” or “Contract”) shall be by and between the proposer and UMB in the form of a Master Contract and shall contain the mandatory provisions included herein in Attachment C as well as any additional terms required by USM or the State of Maryland. By submitting an Offer (i.e. your firm’s Technical and/or Price Proposal, either individually or collectively, is/are considered an Offer), the proposer warrants that they have reviewed Attachment C and will execute a contract a) in substantially the same form and b) with these mandatory terms and conditions upon request by UMB. The awarded proposer should not assume that any term and condition of the Master Contract is negotiable.

The terms and conditions of the Master Contract shall apply to all subsequent task orders.

#### 1.5 CONTRACTOR REPORTING OF SUSPECTED CHILD ABUSE AND NEGLECT

Maryland law contains mandatory reporting requirements for all individuals who suspect *child abuse or neglect*. *Contractors performing work on campus also must comply with USM Board of Regents (BOR) VI-1.50 – Policy on the Reporting of Suspected Child Abuse and Neglect*, as well as the *UMB Procedures for Reporting Suspected Child Abuse and Neglect*. A copy of the USM Policy and UMB Procedures are available at <http://www.umaryland.edu/oac/report-a-concern/report-suspected-child-abuse-or-neglect/>

The Policy and Procedures are incorporated herein. UMB reserves the right to terminate this contract if Contractor fails to comply with the above-referenced policy or procedures, or if, in the judgment of UMB, termination is necessary to protect the safety and welfare of children who come into contact with the UMB community.

### **END OF SECTION 1**



**SECTION 2 SCOPE OF WORK**

**ARTICLE 1 - 4**

## 2.1 ARTICLE 1 – GENERAL PROVISIONS

### 2.1.1 CONTRACT TERM

The initial Contract is to be issued for a period of three (3) years, beginning September 1, 2022 and ending August 31, 2025, with two (2) three-year renewal options, at the University's sole discretion. The University reserves the right to terminate the contract if the Contractor fails to perform satisfactorily as well as fails to respond in a timely manner. As well, UMB reserves is under no obligation to renew the contract(s) and may elect to renew if deemed in its best interest.

### 2.1.2 IMPLEMENTATION

The University's Facilities and Operations (UMB-FO), Structural Trades or other University authorized designated personnel will contact (call) the Contractor and inform them of the current situation at hand. The Contractor shall be required to provide at least one emergency number for immediate contact and alternate number for 24/7 services.

The Contractors response time shall be within two (2) hours from the time of the initial contact, unless otherwise instructed. Initial response shall consist of a supervisor to adequately assess the situation, work crew and necessary equipment (if applicable depending on the situation at hand) to begin work based on the situation to limit the damage to the University's facilities, equipment and property.

Contractor to provide full deployment of additional crew and necessary equipment shall arrive on site within two (2) hours, unless otherwise instructed, after the arrival and assessment of the initial response time to restore the building to a stable, safe condition (see Article 2, "Services to be Provided").

NOTE: All vendors must have a maximum response time under this contract within two (2) hours: Monday through Friday, weekends and major holidays, unless otherwise instructed.

The University observes the following major holidays under this contract: News Years Day, Martin Luther King's Birthday, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas Day.

An Experienced Project Estimator must arrive on site to estimate the damage and remediation or restoration (if applicable) and review with the University designated personnel within one (1) business day after the initial response time of restoring the building to a stable, safe condition is complete.

The Contractor, within four (4) business days after Project Estimators visit of site, must submit to the UMB-FO personnel or designated personnel of the applicable USM Institution, Time and Material (T&M), Not to Exceed (NTE) (per the contracted unit prices, labor hourly rates, material, rental equipment with quoted mark-up and subcontractors with quoted mark-up) written proposal(s) for the services provided and/or to be provided (see Article 2, Section 2.2.2 “Services to be Provided”) that will return the building to full functionality as soon as possible. The Contractors proposals shall include a schedule for performing the work.

The Time and Material (T&M), Not to Exceed (NTE) price proposal, per Section 2.3 Article 3, is to include the following:

- A. A written proposal including scope (specifications and/or drawings on which specifications noted) and estimated schedule prepared after visit of site and in review with the University’s Facilities and Operations (UMB-FO), Structural Trades or other University authorized designated personnel;
- B. Produce, in collaboration with the University UMB-FO, Structural Trades or other University authorized designated personnel, a separate price proposal for each services to be provided (see Article 2, Section 2.2.2 “Services to be Provided”) as detailed below. In most cases one (1) purchase order will be issued for all services provided.
- C. All labor costs, and material (with breakout of labor costs and material) with quoted mark up;
- D. Subcontractor costs (with breakout of labor costs and material) with quoted markup;
- E. A list of proposed subcontractors, if any, for the University's review and approval; and,
- F. The name of the Field Superintendents/Foreman to be assigned (which is to be one of the approved Field Superintendents/Foreman submitted in the Contractor's Technical Offer.)
- G. Any change of schedule is to be reviewed and approved by the University UMB-FO, Structural Trades or other University authorized designated personnel.

**At that time, a Purchase Order will be sent to the Contractor.** This Purchase Order will confirm the scope of work, completion dates, time frame and not to exceed price.

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

- H. The Contractor will complete work for a particular project under the not-to-exceed price and will bill for actual costs for materials, equipment rental and subcontractors plus the quoted mark-up and actual hours worked per the quoted rates. In no instance will a project cost the University more than the not-to-exceed price (unless additional scope has been added by the University, however, the not-to-exceed price is to be revised by the Contractor and approved by the University to incorporate such changes); if a project does exceed the not-to-exceed, the Contractor will be solely responsible for costs in excess; for costs less than the not-to-exceed price, the University will pay for actual completed costs only.
- I. All communications on projects are to be directed to the designated University Facilities and Operations personnel or designated personnel only. No instructions, directions, and information are to be given to the Contractor by any other University personnel. **All change order work shall not proceed until an additional purchase change order has been issued by Construction & Facilities Strategic Acquisitions (CFSA) and/or Strategic Sourcing and Acquisition Services (SSAS) for additional work and the applicable additional cost.**
- J. If during the term of this contract, the Contractor is (are) awarded other bid restoration projects at any of the other USM institutions it is expected that the Contractor will assign separate work crews and supervisory teams to all concurrent projects to ensure that no job schedule is effected by inadequate manpower levels. UMB is first priority.
- K. Any staff changes by the Contractor in the Account Manager/Coordinator, the two (2) Field Superintendents/Forman and/or the Experienced Project Estimator must be reviewed and approved by UMB's Construction & Facilities Strategic Acquisitions and/or Strategic Sourcing and Acquisition Services via the issuance of a contract amendment prior to any reassignments being made.
- L. The Account Manager/Coordinator should be readily available to review all phases of the project and/or contract when requested by the University.
- M. UMB reserves the right to execute any part of the scope through its in-house staff or by other contractors.

- N. Due to the uncertainty of emergency events, there will be no guarantee on the amount of type of work to be performed under this contract.

### **2.1.3 CONTRACTOR USE OF PREMISES**

- A. 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.
- B. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
  - (1) 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.
  - (2) Keep area clean, free of debris, and protected from public access. Staff and public access shall be maintained at all times.
  - (3) 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.
- C. 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.

### **2.1.4 OCCUPANCY REQUIREMENTS**

- A. 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.

- B. 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.
- C. Coordinate with University Personnel to perform work producing high noise levels, dust, or hazards to occupants in occupied areas.

## **2.2 ARTICLE 2 – SUMMARY OF SERVICES**

### **2.2.1 SCOPE**

- A. The Contractor is to provide all labor, materials, equipment, supplies, supervision and other resources necessary to comply with scope of work such as drawings and specifications to be furnished by authorized personnel of the University for work on the University of Maryland, Baltimore (UMB) or any applicable University System of Maryland (USM) Institution and any University owned property.

The Contractor is to coordinate all trade work with his forces and the other trade Contractors as well as any contractors separately assigned by the University.

The Contractor shall complete his work in the time required by the University and in accordance with the requirements stated in the Purchase Order issued for each task order scope of work.

- B. The majority of this contracting work will be work done in occupied buildings and, in some cases, with ongoing medical research and academic classes. The selected Contractor will be required to take special care when working in such environments.
- C. The contractor would not respond to University of Maryland Medical Center (UMMC), Baltimore Veterans Affairs Medical Center, and/or any of their supporting buildings or garages.

### **2.2.2 SERVICES TO BE PROVIDED**

The work to be included under the Emergency Remediation/Mitigation, Restoration and Reconstruction Contract is as described, but not limited to, the following:

- A. **Remediation/Mitigation:** Actions taken to reduce, isolate, stop and remove the source of destruction to limit the adverse impact to property, clean up the affected area and restore the site to a stable, safe condition. All of the remediation/mitigation efforts will be done using the least destructive methods while still effectively addressing the impact of the event. Contractor will provide the requested services by a rapid and robust initial response appropriate to the situation stated in the initial call including a supervisor to adequately assess the situation and request additional crew and equipment (see Article 1 – “Implementation”). Actions to include but not limited to: on-site project estimation, water extraction, dehumidification (both by refrigerant and desiccant), air scrubbing, injectidrying of walls and ceilings or equivalent, carpet/upholstery/ furniture cleaning, testing for humidity /moisture levels or the presence of bacteria (mold/mildew), anti-microbial treatment of carpets, removal of mold / mildew including contaminated materials such as drywall/carpet, clean-up of bodily fluids and temporary storage of damaged property.
- B. **Restoration and Reconstruction:** Repair of site and structures to return them back to their original condition, including but not limited to duplicating original construction and appearance of a damaged structure, replacing original elements and generally returning the property to its pre-loss state where University functionality is fully restored. Contractor will provide the requested services by assessing the damage, developing a restoration plan with the University, executing the agreed-upon restoration plan, fully restoring all affected infrastructure and providing reinstallation of affected property.

All costs will be established not exceeding an insurance industry standard, recognized software estimating tool that is current, updated and with geographically specific price indexing, such as Xactimate® or University approved equal. Contractor will provide UMB with “seat access” to the approved software estimating tool used. Contractor to provide the University with online access with our own login.

- C. **Electronic equipment and Electronic Media Recovery and Restoration:** Restoration and return of disabled electronics and computer hardware to manufacturer’s specifications and provide complete and timely recovery of data from all affected electronic media so that full University operations can resume as soon as possible. Contractor will provide the requested services by use of qualified acceptable sub-contractor to perform drying, cleaning, repair and testing of electronic equipment, and by recovery and restoration of electronic media including but not limited to diskettes, hard drives, data cartridges, flash drives, memory cards, digital and analog video/audio tape. The University will in some cases retain for itself the restoration of proprietary high technology equipment and media which the University will designate in the restoration plan.

- D. **Document Recovery and Restoration:** Material recovery and restoration to include but not limited to books, files, magazines, manuscripts, film, negatives, photographs, slides, microfiche, microfilm and x-rays. Contractor will provide the requested services by use of qualified, industry-standard, accepted sub-contractor to perform activities to include but not limited to sterilization, particulate removal, desiccant drying, vacuum-freeze drying and thermal vacuum-freeze drying.

### 2.2.3 **EQUIPMENT AND SUPPLIES TO BE PROVIDED**

- A. Contractor must have the following equipment (at the minimum quantity) indicated below in order to qualify to be awarded this contract:

- Generator (large) - Minimum of 2
- Air Movers - Minimum of 50
- Dehumidifiers (50, 60,150 pint w/ refig w/ pump out) - Minimum of 5 each
- Industrial Desiccant Dehumidifiers (150,400,500,800 CFM) - Minimum of 8 total
- Carpet and Pad Water Extractors - Minimum of 5
- HEPA Air Scrubber - Minimum of 2
- HEPA Vacuum - Minimum of 2
- Carpet fans (large) - Minimum of 10
- Temporary Lighting - Minimum of 2
- Carpet Steam Cleaners - Minimum of 4
- Moisture meters (Photometer or equivalent) - Minimum of 2
- Humidity/Temperature Logger - Minimum of 1
- Space Heaters - Appropriate sizes and types as required
- Respirators - Appropriate sizes and types as required
- Ability to provide temporary on-site and permanent off-site facility for electronic equipment recovery, drying, testing, and repairing.

- B. Contractor must have access to the following equipment if the situation justifies the need:

- Water Extraction Truck - Minimum of 1
- Injectidry System -Minimum of 1
- Desiccant Dehumidifier Trailer (2,000 and/or 3,000CFM) - Minimum of 1
- Heavy Duty Industrial Desiccant Dehumidifiers (electric and propane) with a minimum of 6,000 up to 11,000 CFM) - Minimum of one of each level

NOTE: Access means either in the contractor's inventory or available within 6 hours from an identified provider. Contractor is fully responsible for obtaining the required equipment within 6 hours at their expense.



C. Vendor must have an adequate inventory of supplies, to include, but not limited to:

- Red Duct tape
- Painters Tape
- Tyvek Suit
- Shoe Covers
- Latex / Non-Latex Gloves
- Disposable HEPA Vacuum filters
- Disposable HEPA Air Scrubber Filters
- Disposable Respirator Cartridges
- 6 mil Plastic Sheeting
- Tarps (small, large, extra-large)
- Plywood
- Boxes (large and small)
- Tape
- Nails, screws, and staples
- Cleaning and disinfecting supplies
- Biocides
- Rubber gloves

#### **2.2.4 CONTRACTORS QUALIFICATIONS**

All vendor employees must be fully trained in the process and techniques utilized to deal with fire, flood, and sewer back up, mold, smoke, and other related issues. All employees must be fully trained to use the equipment specified in this solicitation and necessary to complete the required tasks.

Contractors should have experience working on public assistance claims to ensure proper paperwork and information can be used to support a reimbursement claim during and emergency declaration.

## **2.2.5 CONTRACTORS CONDUCT**

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

UMB reserves the right to request the removal of any employee "without cause" at any time.

## **2.2.6 INDUSTRY STANDARDS FOR PROCESSES**

The selected vendor must agree to abide by the processes, practices, and techniques outlined in the following Institute of Inspection Cleaning and Restoration Certification (IICRC) standards:

- ANSI/IICRC S100 Standard and R100 Reference Guide for Professional Cleaning of Textile Floor Coverings (6<sup>th</sup> edition, 2015)
- BSR-IICRC S300 Standard and Reference Guide for Professional Upholstery Cleaning (2000)
- ANSI/IICRC S500 Standard and Reference Guide for Professional Water Damage Restoration (2015)
- ANSI/IICRC S800 Standard and Reference Guide for Inspection of Textile Floor Coverings (1<sup>st</sup> edition, 2014)
- Note: UMB will accept other nationally recognized and approved standards. If vendor is submitting another nationally recognized and approved standards the vendor must submit appropriate information to allow review of equivalent guides.

## **2.2.7 SAFETY REQUIREMENTS**

**All vendors must include a copy of their company written safety program with their Technical proposal.** The written plan must detail how all of the applicable OSHA, MOSH (Maryland Occupational Safety & Health), EPA, and MDE regulations will be adhered to on all jobsites.

At a minimum the program must include policies on:

- Hazard Communications
- Personal Protective Equipment (PPE)
- Material Safety Data Sheets - a sheet for every chemical or chemical containing product that can be used on a given project with a copy on file with EHS.
- Business Continuity Plan
- Waste Disposal - to describe how chemical and biological waste collected as a result of work performed will be handled to ensure compliance with all applicable state, local, federal, and university polices and regulations.

## **2.2.8 RESPONSE TIME**

Response Time shall be interpreted to mean the actual time period from the first phone call requesting assistance to the time of a rapid and robust initial response crew appropriate to respond to the situation stated in the initial call including a supervisor to adequately assess the situation and request additional crew and equipment.

## **2.2.9 PROJECT MANAGEMENT/SUPERVISION OF THE WORK**

Administration of this contract shall be by the University's Facilities and Operations (UMB-FO) or other University authorized designated personnel.

Administration to include at a minimum the following:

- Initial request for assistance, request for additional assistance, work location and scope, scheduling, starting and completion dates, coordination of crafts, coordination with Police, and access to the site and parking.
- All estimates, requests for change orders, inventory sheets, status reports, damage reports or inspection findings, and copy of invoices shall be submitted to the University's designated personnel.

- Changes in the scope of any specific project shall be subject to the approval of the University's designated personnel.
- Inspecting all work for compliance with University Standards.
- Materials, workmanship and finishes for new work in permanent buildings shall be similar and equal to those in the existing building.
- All health and safety issues resulting from the incident or the remediation efforts.
- Any changes in the contract MUST first be approved by Construction & Facilities Strategic Acquisitions and/or Strategic Sourcing and Acquisition Services and mutually agreed upon between the University and contractor through a written contract amendment.
- The University police shall have jurisdiction over parking, traffic, and building security matters.
- Special requests shall be forwarded through the designated UMB-FO or University authorized designated personnel.

#### **2.2.10 PROTECTION OF ADJACENT FACILITIES AND PROPERTY**

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

#### **2.2.11 PROTECTION OF WORK, STORAGE AND TRANSPORTATION OF MATERIALS**

- A. All equipment must be installed and/or stored indoor immediately upon arrival at the job site. If storage is required, a suitable space will be designated by UMB-FO or other University authorized designated personnel at the applicable Building and/or campus. Under no circumstances shall equipment be stored outdoors.
- B. Transportation: All materials and equipment shall be so crated, packaged, blocked and otherwise protected during transportation and handling to prevent damage of any kind. This shall include the provision of any necessary lifting devices or machines and the skilled personnel to operate such machines.

- C. Protecting Work in Place: Provide all necessary protection of completed work to prevent any and all damage.
- D. Prior to using any University elevator for transporting materials, the Contractor shall verify applicable load weights and insure proper loading of the elevator with the UMB-FO or other University authorized designated personnel.

#### **2.2.12 TEMPORARY WATER AND ELECTRICAL SERVICE**

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

No utility interruptions shall be initiated without the prior authorization of the University UMB-FO or other University authorized designated personnel. The University UMB-FO or other University authorized designated personnel is the only authorized person to arrange for utility shut down. The contractor shall not proceed with any outages without two (2) weeks prior notification to them unless otherwise agreed to by the University.

#### **2.2.13 CLEARING AND CLEANING UP**

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

Salvageable material, if applicable, shall be piled separately for reuse or salvage by the University.

Woodwork, painted or decorated surfaces, finished floors, etc., shall be sponged or washed as necessary to remove plastering materials and prevent damage to finished surfaces. On completion of the work, areas shall be left clean, free from abrasive or set materials liable to cause damage.

#### **2.2.14 CONTRACTOR IDENTIFICATION**

- A. The Contractor shall obtain identification (UMB ID Badge) for their employees, equipment and/or Subcontractors at the prevailing UMB badge fee. ID badges are assigned to each individual and are not to be shared. ID badges must be surrendered upon request.

**EMPLOYEE IDENTIFICATION OF CONTRACTOR EMPLOYEES AND SUBCONTRACTOR EMPLOYEES ASSIGNED TO THE UNIVERSITY PROJECTS SHALL BE VISIBLE AT ALL TIMES.** All Contractor's employees and/or Subcontractors shall be in uniform which identifies both Contractor's company name and employee's name as an employee.

- B. All vehicles and mobile equipment shall be identified with the Contractors Name displayed in a highly visible manner.

#### **2.2.15 TOOLS AND MOVABLE EQUIPMENT**

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

#### **2.2.16 OWNED LARGE EQUIPMENT**

Any large equipment owned by the Contractor, for which the University will be charged if used in a project must be listed with the applicable charges on the Proposal Price Form. Equipment as noted in Section 2 Article 2, Paragraph 2.2.15 above and/or small tools (new cost of \$500.00 or less) must be in overhead cost. Only that equipment noted on the Proposal Price Form will be billable during the contract term.

#### **2.2.17 MATERIAL COSTS**

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

#### **2.2.18 UNIVERSITY'S RIGHT TO FURNISH MATERIAL AND EQUIPMENT**

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

#### **2.2.19 SUBCONTRACTORS**

The Contractor shall be reimbursed for subcontractor work per the quoted mark-up. Before any such subcontractors are awarded, O&M shall be furnished with complete information in writing as to the fees which would be paid to the subcontractor. The subcontractor shall furnish to the contractor the complete records as to labor and material cost and his fees. The Contractor shall submit such records to UMB-FO or other University authorized designated personnel with all requests for payment, which include payment on such subcontractors, when requested.

#### **2.2.20 CODES AND STANDARDS**

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

**END OF SECTION 2, ARTICLE 2**

## 2.3 ARTICLE 3 – RATES AND MARK-UPS

### 2.3.1 CONTRACTOR'S LABOR RATES

- A. It is understood and agreed that the cost of all of the following items shall be included in the Contractor's Labor Rates. These are not intended to be a complete listing.
- (1) Salaries of the Contractor's executive officers and office employees in whatever capacity employed, including such time as is spent at the job site or elsewhere in connection with the work, or time spent in consultation with University's representatives.
  - (2) Expenses incurred in conducting the Contractor's business and his offices wherever located.
  - (3) The Contractor's legal expense in connection with any work under the Contract.
  - (4) Premiums for Workmen's Compensation and Unemployment Insurance, Contractor's share of Social Security Payment, and other such expenses based on payrolls of labor performed in connection with the work under the Contract.
  - (5) Premiums for insurance for this Contract as required by the Specification or by the law to carry including Contractor's Liability, Property Damage, Vehicle Insurance on tools and equipment as stipulated in the Specifications.
  - (6) Fringe benefits for health and welfare, Workmen's Compensation insurance, vacations, holidays and pensions furnished by the Contractor.
  - (7) Tools and construction equipment of all types including maintenance, loss and breakage as required to complete the work.
  - (8) Overtime or incentive pay.
  - (9) Accounting records.
  - (10) All costs incurred by the Contractor in connection with the Guarantee as specified.
  - (11) Overhead of general expenses of any kind not expressly indicated in the Specifications.
  - (12) All overhead and profit associated with labor.
  - (13) Trucking, including use of truck and all fuel, depreciation, maintenance, and repair costs.
  - (14) Expense incurred in complying with the labor and equal opportunity provisions of the Contract.
  - (15) Travel costs for Contractor's business operation or employee's residence to job site of University of Maryland, Baltimore, other educational institutions, entity and/or agency of the State of Maryland.



- (16) Welfare funds such as vacation allowance or other fringe benefits which are included in the local prevailing wage rates by written agreement between Contractors and Labor Unions.

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

- (1) Contractor's Account Manager/Coordinator, when required, at the scale or hourly cash wages as designated in the Contractor's Proposal Price incorporated in the Master Contract. Labor cost shall include all workmen directly employed for the project and shall include all items noted in Paragraph A above.
- (2) Contractor's Field Superintendents/Foreman, when required, at the scale or hourly cash wages as designated in the Contractor's Proposal Price incorporated in the Master Contract. Labor cost shall include all workmen directly employed for the project and shall include all items noted in Paragraph A above.
- (3) Contractor's Project Estimator, when required, at the scale or hourly cash wages as designated in the Contractor's Proposal Price incorporated in the Master Contract. Labor cost shall include all workmen directly employed for the project and shall include all items noted in Paragraph A above.
- (4) Contractors' Trade Personnel: Only for helpers, laborers, apprentices, journeymen, and trade or craft foreman at the scale or hourly cash wages as designated in the Contractor's Proposal Price incorporated in the Master Contract. Labor cost shall include all workmen directly employed for the project and shall include all items noted in Paragraph A above.

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

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

- E. In the event that overtime work is required by UMB-FO it will be recognized as a "job cost" only if a change order and/or amendment to the purchase order change order has been issued to the Contractor's not to exceed price. The overtime work shall be limited to the work and time approved in advance of its performance and paid at the recognized premium rate.
- F. Incentive payments or premium payments made to any employees by the Contractor either as permanent employee pay, subsistence or other pay in excess of the wage shall be at the expense of the Contractor and must be included as part of the quoted Labor Rates per A above.

**2.3.2 "JOB COSTS" FOR WHICH THE CONTRACTOR WILL BE REIMBURSED**

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

- A. The net cost of all materials including applicable federal or state taxes thereon plus the fixed percentage mark-up will be applicable for payment. The Contractor upon the request of UMB-FO Personnel and/or Office of Enterprise Risk Management Personnel will provide copies of actual invoices; however, the Contractor will be required to provide to UMB-FO Personnel and/or Office of Enterprise Risk Management Personnel with its Certificate of Payment and Application for Payment copies of applicable Purchase Orders for material costs (see Section 2, Article 3, paragraph 2.3.3.B, for further explanation).
- B. All payments made for Subcontractors cost plus fixed percentage mark-up.
- C. Equipment rental will be handled same as "2.3.2. A "above.
- D. Equipment owned by a firm, for which the University will be invoiced for its use, will be charged at daily rates noted in the Master Contract.

**2.3.3 RECORDS OF PROJECT COSTS TO BE PROVIDED BY THE CONTRACTOR**

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

- (1) Purchase Orders and invoices for materials inclusive of tool rentals as well as proof of payments (canceled checks);
- (2) Subcontract agreements as well as proofs of payments (canceled checks); and,
- (3) Payroll records for all of the Contractor's personnel inclusive of Field Superintendent and trade people.
- (4) Final billings on an assigned project must be submitted to the University for processing. Failure to submit this required final invoice will result in the final invoice being returned to the Contractor for compliance.

**B. Billing Format:**

- (1) Contractor is to provide a schedule of values to the University for approval prior to the submission of the first progress billing.
- (2) With each submission, the Contractor is to attach the following back-up information:
  - (a) Copies of purchase orders (PO's) for material costs billed inclusive of transportation charges; if, however, the materials used are not specifically purchases for such work but are taken from the Contractor's stock\*, then in lieu of the P.O., the Contractor shall provide a written statement as to what these materials are, accompanied by an affidavit of the Contractor which shall certify that such materials were taken from the stock, that the quantity claimed was actually used, and that the price and transportation of the materials as are claimed represent actual cost.

\* Contractor's/Company stock is defined as bulk purchases made by the Contractor/Company for its own stock to be used to provide material for numerous unspecified projects/customers. Items purchased specifically for University work are NOT considered company stock.
  - (b) Statement of labor costs inclusive of name, classification, total hours for each, rate and extension total for work performed by the Contractor's own forces.
  - (c) Copy of any subcontractors' invoices which are applicable.

**(3) Payment Application / Invoices / Payments:**

- (a) In addition to the UMB Standard Maintenance General Conditions, Dated 2020, each copy submitted for Payment Application, Invoice and/or Payments must be copied to UMB Office of Enterprise Risk Management at [UMBRiskManagement@umaryland.edu](mailto:UMBRiskManagement@umaryland.edu) and also copied to the designated University's Facilities and Operations (UMB-FO) personnel email address.

**END OF SECTION 2, ARTICLE 3**

## **2.4 ARTICLE 4 – GENERAL CONDITIONS LISTING**

General condition items to be handled by the selected Contractor during the project are to include the following items dependent upon the size of the project (that is, not all items will be applicable to all projects):

### **MOBILIZATION**

Move on site and establish appropriate field offices.

### **TEMPORARY FACILITIES**

Provide Field Office trailer(s).

Provide Field Office furniture.

Provide Field Office telephones.

Provide Field Office electrical power connection(s).

Provide Field Office heating costs other than supplied

Include temporary sanitary facilities costs.

Electricity

### **SAFETY /CLEAN UP**

Establish and maintain an onsite safety program throughout the project.

Install and maintain temporary facilities as required safety barricades, partitions, ladders, stairs, site fencing, signage and traffic control devices.

Provide daily site cleanup, trash collection and removal, as well as final clean up.

Provide and maintain security.

Provide site snow removal as may be required throughout the project.

### **GENERAL**

Provide temporary weather and dust protection as may be required.

Provide progress photos of the project.

Provide 100% performance and payment bonds for the project (if applicable.)

Parking Costs, if applicable for Contractor's Personnel

Identification Badges, if required by the University.

### **CLOSE-OUT/DEMOBILIZATION**

Provide final site/facility clean up.

Provide final release of liens for all contracts (if applicable).

Provide record set drawings to the University for use by the Design and Construction (D&C) in As-Built preparation.

**END OF SECTION 2, ARTICLE 4**

**END OF SECTION 2**

**SECTION 3 PROCUREMENT PHASES AND EVALUATION PROCESS**

**ARTICLE 1 - 4**

### 3.1 ARTICLE 1: TECHNICAL PROPOSAL REQUIREMENTS

Proposers should describe in detail and provide evidence supporting the qualifications requested below. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and may result in disqualification. Non-conforming and non-responsive proposals may be rejected at the discretion of the University's Procurement Department.

**All Technical Proposals shall be organized in accordance with the format listed below.** The technical proposal shall be submitted via email to the email address provided in the Solicitation Schedule. File names for the documents are to include the RFP number, the name of the solicitation, and the Proposer's name. **The Technical Proposal should be prepared in a clear and concise manner and should have page numbers for ease of reference by the UMB Evaluation Committee.** The University prefers electronic PDF format that is organized with bookmarks. Failure to include all the documents may render the proposal non-responsive and the offer may be rejected.

**Cover page of the Technical Proposal:** shall have the Proposer's name and address; and the RFP number, project name and project number.

**Signing of Technical Proposal:** The Technical Proposal must be signed by a person who is authorized to bind the Proposing firm to the proposal's content and offerings.

**Forms package:** Many forms for items required in the Technical Proposal 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 and as noted below.

#### 3.1.1 **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. The letter must be. **At a minimum, the letter must:**

- Include a list of all items contained within the Technical Proposal
- Include 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.
- Be signed by an individual who is authorized to bind his firm to all statements, including services and financials, contained in the Proposal. (See Paragraph describing "Signing of Technical Proposals" above.)



### 3.1.2 **TECHNICAL QUALIFICATION CRITERIA (listed in order of importance)**

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.

#### A. **PROFILE OF PROPOSER** (Form found in Attachment A)

Provide a brief but informative history of the firm inclusive of *how* the firm was established and *how* the firm has developed/evolved over the years. Indicate the type of work performed, the client base, and the year in which the firm commenced services and on what types of project/contracts initially. The Proposer must demonstrate at least five (5) years in the business of doing emergency remediation/mitigation and restoration and reconstruction services. Provide the number of employees inclusive of a breakdown among office and field and supervisory and non-supervisory, and any other pertinent information about the firm. This section shall be limited to two pages with a font size no smaller than 11.

##### (1) Annual Sales (Form found in Attachment A)

Provide the firm's annual sales volume on a per year basis for the last four (4) years (2018, 2019, 2020, and 2021) and indicate the number of projects and what percentage of such work is emergency remediation/mitigation and restoration and reconstruction services. This information is to be provided for the responsible branch office only, not the parent organization, if applicable.

##### (2) Experience Modifier Ratio (EMR)

Provide the proposer's EMR for the last three (3) years (2019, 2020, and 2021). This information is to be provided for the responsible branch office only, not the parent organization, if applicable.

##### (3) Current Workload (Form found in Attachment A)

- (a) Complete the Current Workload Form. Provide list of current projects on which the firm is committed, with the dollar volume and time frame for each.
- (b) 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).

**B. CONTRACTOR RELEVANT EXPERIENCE**

- (1) Proposers are to submit information on a total of four (4) similar or relevant emergency remediation/mitigation and restoration and reconstruction services projects, or, ongoing contracts with multiple projects for the same client. The proposer should have successfully completed the projects within the past ten (10) years. For each contract, the **Proposer is to complete the Contractor Experience Form provided in this RFP (Form found in Attachment A)**. On this form, indicate the categories of work that the Proposer performed. Contract experience should clearly demonstrate a firm's experience with emergency remediation/mitigation and restoration and reconstruction services of similar complexity to the types of services under this contract. The experience submitted under this category is to be similar in size, function, setting (higher education, Academic Healthcare facility, urban environment and occupied project setting) and complexity to the type of contract relationship to be formed under this contract. A greater degree of consideration will be provided to demonstrated experience with the majority of these factors applicable. Higher consideration will also be provided if proposed key people were involved in the submitted experience, particularly in the proposed role.
- (2) To be considered as experience, projects must meet criteria as follows:
  - 1 of 4 emergency remediation/mitigation;
  - 1 of 4 restoration and reconstruction;
  - 1 of 4 electronic equipment end electronic media recovery and restoration;
  - 1 of 4 document recovery and restoration;
  - 2 of 4 must be in an occupied setting with higher consideration if this is the case for all four projects.
  - 1 of 4 must be in Academic Healthcare / Higher Education setting, with greater consideration given if more than one.
- (3) Project Completion:
  - 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;
  - One (1) project can be substantially complete (available for use for its intended purpose) with completed projects preferred; and
  - One (1) project may be in Restoration and Reconstruction but must be at least fifty (50%) percent complete with completed projects preferred.
- (4) As indicated on the form, provide the following information for each similar or relevant project:
  - A concise but detailed description of the project (s) (including project type, setting and schedule);
  - Similarities of the reference project(s) to this project;

- Customer/Project Owner's name, address, contract name and current email address and telephone number including voice mail prompts or extension number if applicable (Note: All references provided may be contacted by the University);
- Proposer's Project Manager, and Field Superintendent, for the reference project, or any other Key Personnel;
- Contract method used (Maintenance Contract, Not To Exceed (NTE), Time and Material (T&M), Lump Sum, Trade Contractor/Subcontractor, Other);
- The start date, the original completion date at time of award, and the actual completion date of the project.
- The proposal price, final project cost, and percentage increase (or decrease) for the project.

(5) References (Forms found in Attachment A)

- (a) **As part of the second phase technical evaluation process of shortlisted firms**, the University intends to contact one or more of the individual with the Customer/Project Owner references (both for the firm and the key personnel) using the information provided by the proposer (above) for the purpose of establishing experience. It is preferable that an Owner/Client be given as a reference, but for those Firm Experiences where the Proposer was a trade contractor/sub-contractor, it is acceptable to provide the General Contractor as the reference contact. Proposers should verify the accuracy of the reference contact information before submitting their proposal. The University will hold all reference data in strict confidence.
- (b) All references should include a contact person who can comment on your firm's and/or Key Personnel's ability and performance on a project of this type. It is imperative that contact names, email addresses, and phone numbers (including extensions and/or voicemail prompts) be given for the projects listed and be accurate.
- (c) The University reserves the right to check other reference sources at its sole discretion, including sources not identified by the proposer. The University may also consider the performance of the proposer on any/all projects performed for the University prior to submittal of this proposal, including ongoing/active projects, whether identified by the proposer or not.

**C. PROPOSER'S KEY PERSONNEL (Form found in Attachment A)**

- (1) These key personnel must be current direct employees of the Proposing Firm and shall have at least five (5) years of experience working on emergency remediation/mitigation, restoration and reconstruction services including electronic equipment and electronic media recovery and restoration, document recovery and restoration services due to fire, flood, sewer back-ups, smoke, or mold damage.

- (a) **One (1) Account Manager/Coordinator:** This individual will be responsible for the overall management of this contract. This person also will be responsible for the direct supervision of the trade contractors, daily coordination of the work on site to maintain the project schedule and provide onsite management as needed.
  - (b) **Two (2) Field Superintendents/Foreman:** 100% onsite supervisory who will be available for assignment during the term(s) of this contract. One (1) person will be responsible for the direct supervision of the trade contractors, daily coordination of the work on site to maintain the project schedule and provide onsite management such as material deliveries, outages, etc., the second (2<sup>nd</sup>) person will serve as an alternate if the originally assigned becomes unavailable for the project or there are multiple, concurrent projects requiring two Field Superintendents.
  - (c) **One (1) Experienced Project Estimator:** This person will be responsible for developing the Restoration and Reconstruction proposals and agreed-upon scopes.
- (2) Proposer's should provide an organizational chart of the proposed team for this Master Contract as well as the company as a whole. Reporting lines should be included.
  - (3) Proposer shall complete a separate **Key Personnel Form (found in Attachment A)** for the proposed one (1) Account Manager/Coordinator, two (2) Field Superintendents, and one (1) Project Estimator as noted below.
    - (a) By submitting the names for consideration under this Key Personnel Section, the Proposer is committing these people (Account Manager/Coordinator, Field Superintendents/Foreman, and Project Estimator) to UMB for this contract's duration. No personnel changes will be permitted without written authorization from the University via a contract amendment issued by UMB's CFSA Office.
    - (b) By completing the form for each individual, the Proposer will provide their educational background; work experience with the proposing firm inclusive of duration, by dates, of employment and positions held; and work experience with Prior Employers, durations, by dates, of employment and positions held. Include applicable information as to licenses and apprenticeships as relevant to demonstrate experience and background for the position.

- (c) Also provide specific projects that demonstrates experience with emergency remediation/mitigation, restoration and reconstruction services including electronic equipment and electronic media recovery and restoration, document recovery and restoration services due to fire, flood, sewer back-ups, smoke, or mold damage, which are similar to the work to be performed under this Contract. A minimum of three (3) projects performed under projects/contracts shall be listed for each person. Provide details regarding the project, to include project/contract length and the general nature of maintenance to be performed. Additionally, a concise, detailed description of the project shall be included, if not provided elsewhere in the technical proposal, inclusive of type of services, and dollar value of project. Provide the role this person played in each selected project/contract, with higher consideration to be given if the role is the same as to be assigned on the UMB contract. It is preferred that the projects/contracts listed are some of the projects/contracts provided under contracts listed under the firm experience.
- (d) Highest consideration will be given for demonstrating successful experience in a similar role with projects of similar size and type to this Project (emergency remediation/mitigation, restoration and reconstruction services including electronic equipment and electronic media recovery and restoration, document recovery and restoration services 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.

**(4) Key Personnel References:**

For each of the specific projects, provide a project reference for each of the proposed key people inclusive of contact person, phone number inclusive of voice mail prompts and/or extensions, and email address. These references are to be project references from projects/contracts listed under the individual's project experience, not employment references, as the University is interested in speaking to an individual with the Project Owner (i.e. maintenance staff, Project Manager, etc.) that the key person deals with on a daily/regular basis regarding the person's performance on the project. Proposers must ensure that the information is accurate and complete, and that the reference named can speak to the individual's performance in the role to be assigned on this contract.

UMB reserves the right to check references of the Key Personnel at any point during the procurement process, however, it is UMB's intention to check references of only the short listed proposers. References will be held in strictest confidence by the University. All proposers responding must furnish this information within their Technical Proposal.

**D. STATEMENT OF APPROACH: (Form found in Attachment A)**

Provide a detailed description of approach and methodology to be used to accomplish the “Scope of Work” as specified in this Solicitation. The information to be provided under this category is to include, but not limited to, the following:

- (1) An implementation plan that describes in detail
  - (a) the methods, including controls by which your firm manages projects of the type (remediation/mitigation, restoration and reconstruction, electronic equipment and electronic media recovery and restoration, document recovery and restoration services) sought in this Bid; and
  - (b) any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work described herein;
- (2) Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the “Scope of Work” Section.

**3.1.3 Contractor's license (photocopy):**

Proposers must be licensed as required by the Construction Firm Law of Maryland (Title 17, Subtitle 6, of the Business Regulation Article of the Annotated Code of Maryland) and shall provide a copy of the firm’s contractor license with their proposal.

**3.1.4 Bid/Proposal Affidavit – Form (included in Attachment A):**

State and USM Procurement Regulations require that each proposal submitted by a firm include a signed Proposal Affidavit.

**3.1.5 Acknowledgement Of Receipt Of Addenda Form (included in Attachment A):**

If any addenda to the solicitation documents are issued prior to the due date and time for Technical Proposal, this form is to be completed, signed, and included in the Proposing Contractor’s Technical Proposal.

**END OF SECTION 3, ARTICLE 1**

## 3.2 ARTICLE 2: ORAL PRESENTATIONS/INTERVIEW SESSIONS

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

The date and time for these sessions will be set upon completion of the initial technical evaluation. However, it is anticipated that the Interviews will be conducted remotely on the date(s) provided in the Solicitation Schedule. Each firm will be required to have the Account Manager/Coordinator, Field Superintendents/Foreman, Project Estimator 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.

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

### **3.2.2 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.

### **3.2.3 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.)

**END OF SECTION 3, ARTICLE 2**



### **3.3 Article 3: Technical Evaluation**

#### **3.3.1 EVALUATION OF PROPOSALS**

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

#### **3.3.2 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.

#### **3.3.3 TECHNICAL PROPOSAL EVALUATION**

The intent of this RFP is to provide Proposers an opportunity to present their qualifications, experience, and staffing approach to providing the scope of services in relation to the needs of the University. The manner in which the proposing team presents their qualifications will be regarded as an indication of how well the Proposer's philosophy, approach, qualifications/expertise, organizational culture, working style and communications style fit with 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.

- A. In general, proposals submitted in response to this Solicitation must demonstrate that the firms and, in particular, the project team will have:
- (1) 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.
  - (2) 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.
  - (3) 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.
- B. 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.
- C. 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.
- D. 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.

### **3.3.4 SECOND PHASE TECHNICAL EVALUATIONS**

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

- A. In the Second Phase Technical Evaluation, all information provided by the Proposer in both the 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.

- B. 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.
- C. 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.
- D. The University will rank the final shortlist.

**END OF SECTION 3, ARTICLE 3**

### 3.4 ARTICLE 4: PRICE PROPOSALS AND FINAL EVALUATION

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

Only Proposers who remain shortlisted based on the second phase technical evaluation will be requested via written addendum to submit a Price Proposal. It is anticipated that a site visit will be conducted with the shortlisted firms prior to the due date for Price Proposals so that these firms may familiarize themselves with the UMB campus and potential on as needed basis emergency services, however, the University reserves the right to proceed without such a site visit. The form for the Price Proposal will be provided via written addendum requesting the submittal of Price Proposals. The price proposal shall be submitted via email to the email address provided in the Addendum. File names for the documents are to include the RFP number, the name of the solicitation, and the Proposer's name.

The Price Proposal Form shall be filled out completely inclusive of the attachments. Please note, that no changes, alterations or additions to the Price Proposal Form are permitted.

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.

#### 3.4.2 **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. Acknowledgement of Receipt of Covid Guidelines for Contractors
- C. Contract Affidavit

#### 3.4.3 **RENEWAL TERMS**

- A. If any renewal terms are elected by the University, a pricing adjustment may be contemplated by the University. It is the responsibility of the Contractor to request a price increase at least ninety (90) days prior to the end of the contract term. Increases shall be provided at the University's sole discretion. The Contractor shall provide the basis for the request and shall only be considered for the quoted hourly rates. The amount of the requested increase shall not exceed the consumer price index for "All Urban Consumers" as published by the U.S. Department of Labor Statistics.

UMB will use the U.S. Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) to monitor any such rate adjustment request for reasonableness. UMB will use the All Urban Consumers (CPI-U), U.S. City Average, not seasonally adjusted for **Other Services**, Series id: CUUR0000SA367, CUUS0000SAS367, for the month to month period for the preceding year. UMB will use the **April 2022 index of 385.184** as the benchmark.

**NOTE:** The CPI will not be used to monitor any such rate adjustment request for reasonableness for expendable supplies, owned non-large and large equipment identified in the contract.

Pricing and rate adjustments published (i.e. monthly, quarterly, etc.) for the software solution (i.e. Xactimate®, etc.) identified in the contract used to estimate restoration and reconstruction project(s) must be submitted to the University of Maryland, Baltimore Strategic Sourcing and Acquisition Services Officer within twenty-four (24) hours of the updated pricing.

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

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

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

**3.4.4 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.

**3.4.5 PRICE PROPOSAL EVALUATION**

- A. Price Proposals will not be opened publicly.
- B. Price Proposals will be evaluated based on the total cost of the Sample Project(s).
- C. The resulting contract will be a Master Agreement.
- D. Discussions may be held, at the discretion of UMB, with each of the applicable Proposers and the Price Evaluation Committee if deemed in UMB’s best interest.

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

### **3.4.6 FINAL PROPOSAL RATING**

- A. The final proposal rating will be based on the second (or final, whichever is applicable) phase technical evaluation and the price proposal evaluation.
- B. Technical merit will have a greater weight than financial in the final evaluation.
- C. 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 the 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.
- D. Refer to Attachment I Procurement Terms and Conditions, Paragraph 11. Proposal Acceptance.

**END OF SECTION 3 ARTICLE 4**

**END OF SECTION 3**

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

The following forms must be included within the Technical Proposal. However, please refer to Section 3 for further required contents of the technical proposal. Completion of these forms is not the entire technical proposal.

- Profile of Proposer
- Contractor Relevant Experience
- Key Personnel
- Approach
- Licenses
- Bid/Proposal Affidavit
- Acknowledgment of Receipt of Addenda Form (if applicable)

It is the Proposer's responsibility to thoroughly review the RFP documents, in particularly Section 3, to ensure all required contents are submitted.

**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.**

**Acknowledgement of Receipt of Covid Guidelines for Contractors:** Details to be provided to the final shortlisted Proposers.

**NOTE: UMB COVID-19 Guidance: <https://www.umaryland.edu/coronavirus/>; and COVID-19 Guidance for Contractors: 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.**



**ATTACHMENT C**  
**CONTRACT FORMS**

1. Standard Form of Maintenance Contract
2. Contract Affidavit
3. UMB Standard Maintenance General Conditions, Dated 2020 (issued separately)

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

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

WITNESSETH:

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

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

1. The Contract consists of the following documents:  
RFP # \_\_\_\_\_ Document dated / / ;  
RFP # \_\_\_\_\_ Addendum #1 dated \_\_\_\_\_  
's Technical Proposal dated / / ; and,  
's 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 as awarded to it via Task Orders.
4. The initial term of the contract will be three (3) years from the execution of the contract. There are two (2) three-year renewal options at the University's sole discretion.
5. There is no guarantee of a total dollar amount or number of Task Orders.

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

University of Maryland, Baltimore

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## CONTRACT AFFIDAVIT

### A. AUTHORITY

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

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

and is registered or qualified as required under Maryland Law.

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

Name and Department ID

Number: \_\_\_\_\_ Address: \_\_\_\_\_

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

Name and Department ID Number: \_\_\_\_\_

Address: \_\_\_\_\_.

### C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

### D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

### E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

#### F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

Date: \_\_\_\_\_

By: \_\_\_\_\_ (printed name of Authorized Representative and affiant)

\_\_\_\_\_ (signature of Authorized Representative and affiant)

**ATTACHMENT D**

INTENTIONALLY OMITTED



**ATTACHMENT E**

INTENTIONALLY OMITTED

**ATTACHMENT F**

INTENTIONALLY OMITTED

**ATTACHMENT G**

INTENTIONALLY OMITTED

**ATTACHMENT H**

INTENTIONALLY OMITTED

## ATTACHMENT I

### UNIVERSITY OF MARYLAND, BALTIMORE SOLICITATION TERMS AND CONDITIONS FOR CONSTRUCTION/MAINTENANCE PROJECTS RFP 90011 WG

### EMERGENCY REMEDIATION/MITIGATION AND RESTORATION AND RECONSTRUCTION SERVICES

#### 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 MB), 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.

#### 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.

#### 4. Irrevocability of Proposals

The Contractor's Price Proposal for this contract shall be irrevocable for one hundred twenty (120) calendar days from the Price Proposal due date. This period may be extended by written mutual agreement between the Proposer and the University.

#### 5. Modifications and Withdrawals of Proposals

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

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

Withdrawal or modifications to proposals received by the University after the time proposals are due may not be accepted.

#### 6. Pre-Proposal Conference

A Pre-Proposal Conference will be held at the date, time, and location indicated on the Solicitation Schedule. Attendance is not mandatory, but it is strongly recommended as clarifications may be provided. As this on-call contract is not associated with any pending projects, a site visit will not be conducted as part of the Pre-Proposal Conference.

#### 7. Issuing Office

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

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

Attn: Wesley Gordon  
email to: [wgordon@umaryland.edu](mailto:wgordon@umaryland.edu)

#### 8. 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.

#### 9. 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.

#### 10. 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.

#### 11. Cancellation of the RFP

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

#### 12. 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.

#### 13. 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.

#### 14. 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.

#### 15. 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.

#### 16. Economy of Preparation and Incurred Expenses

Proposals should be prepared simply and economically, providing a straight forward, concise description of the proposer's offer to meet the requirements of the solicitation. The University will not be responsible for any costs incurred by any firm in preparation and submittal of a proposal.

#### 17. 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.

#### 18. 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.



#### 19. 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.

#### 20. Payments to Contractors by Electronic Funds Transfer

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

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

The form is available as a pdf file on the web site of the General Accounting Division of the Comptroller of Maryland:

[https://marylandtaxes.gov/statepayroll/Static\\_Files/Payroll\\_Officers\\_Vendor\\_Deductions/2018%20GADX10Form20150615%20\(2\).pdf](https://marylandtaxes.gov/statepayroll/Static_Files/Payroll_Officers_Vendor_Deductions/2018%20GADX10Form20150615%20(2).pdf)

#### 21. Minority Business Enterprise Notice

Minority Business Enterprises are encouraged to respond to this solicitation.

There is no Minority Business Enterprise (MBE) goal or any associated sub-goals for the contract resulting from the solicitation.

#### 22. Insurance Requirements

The selected Contractor shall defend, indemnify, and save harmless the State of Maryland, the University System of Maryland, the University of Maryland, Baltimore, and each of their officers, employees, and agents, from any and all claims, liability, losses and causes of actions which may arise out of the performance by the Contractor, employees or agents, of the services covered by the contract.

The selected Contractor shall secure, pay the premiums for, and keep in force until the expiration of the term of the contract, including renewals, adequate insurance as provided in UMB's General Terms and Conditions for Maintenance.

23. Bid and Payment and Performance Bonds  
Not applicable to this Procurement.

24. Procurement Regulations

This RFP and any resulting contract shall be governed by the USM Procurement Policies and Procedures and the State Finance and Procurement Article of the Annotated Code of Maryland and by State Procurement Regulations, Code of Maryland Regulations Title 21, as applicable.

25. eMaryland Marketplace Advantage

The successful bidder/offeror under this solicitation must be registered on eMaryland Marketplace Advantage prior to receiving a contract award. Contractors shall pay the fee, if any, in accordance with guidelines issued by the Maryland Department of General Services. These guidelines can be found on the eMaryland Marketplace Advantage website at <https://emma.maryland.gov/> .

26. Contract Documents

All of the materials listed in the RFP table of contents 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 will be bound under the Contract to all the terms and conditions thereof inclusive of the University's Standard Form of Maintenance Contract.

27. Joint Venture Proposers

If the Proposer is a joint venture firm, the Proposer must provide all identification information for all parties and all requirements for all parties (i.e., licenses, insurance, etc.) as requested. As part of the proposal submission (see Section 3 for details), the bidder must identify the responsibilities of each joint venture party with respect to the scope of services/work (per Section 2) inclusive of the requirements for each entity based on such services as described in this solicitation document.

END OF ATTACHMENT I