



**SMALL BUSINESS RESERVE PROCUREMENT**  
**UNIVERSITY OF MARYLAND BALTIMORE COUNTY**  
**REQUEST FOR PROPOSAL RFP # BC-21053-K**  
**FOR**  
**PEST MANAGEMENT SERVICE CONTRACT**

**ISSUE DATE: APRIL 24, 2017**

SIGNIFICANT MILESTONES	TIME	DATE
Issued Date	4:00 PM	MONDAY, APRIL 24, 2017
Pre-proposal Conference	11:00 AM	THURSDAY, APRIL 27, 2017
Last Day for Questions:	2:00 PM	THURSDAY, MAY 4, 2017
Technical Proposal Due Date	2:00 PM	WEDNESDAY, MAY 17, 2017
Interview Sessions		MONDAY, JUNE 5, 2017
Price Proposal Due Date (short-listed firms only)	2:00PM	TUESDAY, JUNE 13, 2017

**WARNING:** Prospective bidders who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and Mailing address in order that amendments to the Request for Proposal or other communications can be sent to them. Any Prospective Proposer who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

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**RFP# BC-21053-K: PEST MANAGEMENT SERVICE CONTRACT**

**SECTION 1: GENERAL INFORMATION**

- A. SBR. (Small Business Reserve) THIS IS A SMALL BUSINESS RESERVE (SBR) PROCUREMENT.** Only those proposers registered as a State of Maryland Small Business will be considered (See **Appendix F** attached for additional information).
- B. Objective.** The University of Maryland Baltimore County (UMBC or the University) is soliciting proposals for campus-wide pest management services.
- C. Background.** Established in 1966, the University of Maryland, Baltimore County (UMBC) is one of twelve universities that along with two regional centers and one system office constitute the University System of Maryland. UMBC is located 15 minutes from Baltimore's Inner Harbor and 30 minutes from Washington, D.C. BWI Airport is five minutes away, as are AMTRAK and light rail stations.

UMBC is a public research university, emphasizing graduate programs in the sciences, engineering, public policy, information technology, and human services, building on a strong undergraduate liberal arts and science core. UMBC is increasingly recognized as a major resource for building the State's economy and addressing its social concerns. More than 70% of UMBC's 71,265 active alumni live and work in Maryland, contributing significantly to the State's economic and social vitality. In Fall 2016, UMBC had 13,640 enrolled students from nearly all 50 states and more than 80 nations, creating a richly diverse student body. In 2016, the university awarded 2,521 bachelor's degrees, 666 master's degrees, 82 doctorates and 160 graduate certificates.

Additional information about UMBC can be found at the University's web site, which is <http://www.umbc.edu>.

**D. ISSUING OFFICE**

1. The Issuing Office is:

University of Maryland, Baltimore County  
Office of Procurement  
Administration Building #732  
1000 Hilltop Circle  
Baltimore, Maryland 21250

Attn: John Kenny  
(410) 455-3945  
Fax: (410) 455-1009  
[jkenny@umbc.edu](mailto:jkenny@umbc.edu)

2. The Issuing Office shall be the **sole** point of contact with the University for purposes of the preparation and submittal of the RFP proposal.
3. All questions on this procurement are to be directed to the Issuing Office, via e-mail.

**E. PRE-PROPOSAL CONFERENCE:** There will be a Pre-Proposal meeting held in conjunction with this RFP. Attendance at the Pre-Proposal Conference is not mandatory. The Conference will be held on **Thursday, April 27, 2017 at 11:00 a.m. EDT in Room 729 of the Administration Building**. Please refer to the campus website for directions and parking: <http://www.umbc.edu/aboutumbc/campusmap/>. A site visit might be held after the pre-proposal meeting to view sample jobs that would be completed under this contract.

While attendance at the Pre-Proposal Conference is not mandatory, information presented may be very informative; therefore, all interested vendors are encouraged to attend in order to be able to better prepare acceptable proposals. If your firm plans to send representatives, please call John Kenny (at 410-455-3945) by Wednesday, April 26, 2017. We ask that a maximum of two (2) representatives from each company attend this meeting.

Appropriate auxiliary aids and services for qualified individuals with disabilities will be provided upon request. Please call John Kenny with specific requests at least five (5) business days prior to the conference.

**F. DUE DATE AND TIME:**

1. Technical Proposal: **One (1) original and four (4) copies (for a total of 5) of the Technical Proposal** must arrive at the Issuing Office **by Wednesday, May 17, 2017 on or before 2:00 p.m. EDT** in order to be considered. Proposers are requested to clearly mark the "original" set of the Technical Proposal.
2. Price Proposal: Those proposers that remains short-listed after the Second Technical Evaluation will be requested to submit a Price Proposal. The Price Proposal Form to be submitted is attached in Appendix B. Those proposers will be notified on or about June 7, 2017. An original, one electronic copy plus and one (1) copy of the Price Proposal (for a total of 3) must arrive at the Issuing Office by the due date which is anticipated to be on or about **Tuesday, June 13, 2017 on or before 2:00 p.m. EDT** in order to be considered.

3. Proposers mailing proposals shall allow sufficient mail delivery time to insure timely receipt by the Issuing Office. All UMBC mail goes through the UMBC mailroom, so please leave sufficient time for the mail distribution. A mailed (via US Post Office) proposal is not considered "received" until the document reaches the above room at UMBC. Proposals delivered to the campus central mail facility or to locations other than Room 732 in the UMBC Administration Building will not be considered "received" by UMBC until they arrive at Room 732 in the Administration Building and are clocked in. The University will not waive delay in delivery resulting from the need to transport a proposal from another campus location to Room 732, or error or delay on the part of the carrier.

Proposals received after the established closing date and time cannot be considered. Proposers are advised that a proposal is not considered "received" until it is delivered to the specific location; that is, a proposal must be received physically in Room 732 by the due date and time in order to be considered. Proposers must allow sufficient time, therefore, to insure that their proposal is "received" in accordance with this paragraph.

**G. MODIFICATIONS AND WITHDRAWAL OF PROPOSALS:**

1. Withdrawal of, or modifications to, proposals are effective only if written notice thereof 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.
2. No withdrawal or modifications will be accepted after the time proposals are due.

**H. QUESTIONS AND INQUIRIES:**

1. Questions and inquiries shall be directed in writing to the individuals referenced with the Issuing Office above. The Issuing Office will be open from 8:00 a.m. to 4:30 p.m., weekdays. The deadline for questions is Thursday, May 4, 2017 by 4:00 p.m. EDT.
2. Items affecting the scope of work or conditions of the contract shall be subject to the conditions of Addenda per Section O below.

**I. TERMINOLOGY:**

All references in this RFP to the Maintenance Contractor, Proposer, Architect, and other person or persons are made relative to the singular person, male gender (e.g. "he", "him", "his", etc.) These are intended only as generic terms relative to number and gender, and are employed solely to simplify text and to conform with commonly used construction specifications language.

**J. SITE INVESTIGATION:**

By submitting a proposal the Proposer acknowledges that he has investigated and satisfied himself 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 acquaint himself with the available information will not relieve him 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.

**K. COMPETITIVE NEGOTIATION:**

1. The University reserves the right to make an award with or without negotiations. Only those proposers who are determined "to be reasonably susceptible of being selected for award shall be offered the opportunity to participate in the process."
2. Minor irregularities in proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the best interest of the University.

**L. PROPOSAL SECURITY:**

Due to the "On Call" nature of this procurement, a bid bond is not required with the proposer's price proposal. Performance & Payment Bonds are not required.

**M. RIGHT TO REJECT PROPOSALS AND WAIVE INFORMALITIES:**

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.

**N. 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.

**O. LICENSES AND QUALIFICATIONS:**

1. Proposers and any subcontractors, if applicable, must be licensed as required by the Construction Firm Law of Maryland (Article 56, Section 180, Annotated Code of Maryland). The Proposer shall provide proof of the Proposer's Contractor's license under Article 56, Section 180, Annotated Code of Maryland by providing a copy of the license in its Technical Proposal.

2. The University reserves the right to require that the Maintenance Contractor demonstrate that it has the skills, equipment and other resources to satisfactorily perform the nature and magnitude of work necessary to complete the project within the proposed contract schedule. (See Section 00300 of this RFP for further information/details.)

**P. CLARIFICATIONS AND ADDENDA:**

1. Should a Proposer find discrepancies in the RFP documents, or should he be in doubt as to the meaning or intent of any part thereof, he must, not later than seven (7) days (Saturdays and Sundays included), prior to the proposal due date, request clarification in writing from the Issuing Office, who will issue a written Addendum to the RFP. 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.
2. Oral explanations or instructions will not be binding; only written Addenda will be binding. Any Addenda resulting from these requests will be sent via e-mail to firms who have advised UMBC of their interest in this procurement and have provided the pertinent contact information. The Proposer shall acknowledge the receipt of all addenda in the space provided on the Proposal Form.
3. Any addendum/amendments to the RFP must be acknowledged by persons and entities known to have been issued, or otherwise to have received the RFP. Addendum Acknowledgement forms (found in Appendix A) are to be completed and signed with Technical Proposal. In addition, space is provided on the Price Proposal form to indicate these.

**Q. CANCELLATION OF THE RFP:**

The University may cancel this RFP, in whole or in part, at any time before the opening of the proposals.

**R. 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.

- S. INTERVIEW SESSIONS:** Interview sessions will be conducted with shortlisted firms only based on the initial technical evaluation. See Section 00300, Article 3 for further details.

**T. ECONOMY OF PREPARATION:**

Proposals should be prepared simply and economically, providing a straight forward, concise description of the proposer's offer to meet the requirements of the RFP.

**U. 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 Access to Public Records Act, State Government Article, Title 10, Subtitle 6 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 your entire proposal with a proprietary statement).

**V. MINORITY BUSINESS ENTERPRISE NOTICE:**

1. Minority business enterprises are encouraged to respond to this RFP.
2. MBE's must be certified by the Maryland Department of Transportation (MDOT) and not graduated from the applicable NASIC Code

**W. 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 \$100,000, or more, during a calendar year shall, within 30 days of the time when the \$100,000 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.

**X. ARREARAGES:**

By submitting a response to this solicitation, a vendor 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.

**Y. BID/PROPOSAL AFFIDAVIT:**

The Bid/Proposal Affidavit included in this package (see Appendix A for this form) must be executed by each responding proposer and submitted with the proposer's technical proposal.



**Z. MULTIPLE/ALTERNATIVE PROPOSALS:**

Proposers may not submit more than one (1) proposal nor may proposers submit an alternate to this RFP.

**AA. ADDENDUM**

Any addendum/amendments to the RFP must be acknowledged by persons and entities known to have been issued, or otherwise to have received the RFP. An Acknowledgment of Addendum form is provided in Appendix A and is to be submitted accordingly with the Technical Proposal. Space is provided on the Price Proposal form to also indicate these.

**AB. INCURRED EXPENSES:**

The University will not be responsible for any costs incurred by any vendor/firm in preparation and submittal of a proposal.

**AC. 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 offeror's proposal only and shall not include a discussion of a competing offeror'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.

**AD. MARYLAND PUBLIC ETHICS LAW, TITLE 15**

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, State Government Article, SS 15-502. If the proposer/offeror has any questions concerning application of the State Ethics Law to the proposer/offeror's participation in this procurement, it is incumbent upon the proposer/offeror to seek advice from Executive Director, State Ethics Commission, 9 State Circle, Suite 200, Annapolis, MD 21401, 410 974-2068. 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/offeror 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.

**AE. 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.

**AF. PAYMENTS TO CONTRACTORS BY ELECTRONIC FUNDS TRANSFER (EFT):**

By submitting a response to this solicitation, the Proposer agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected firm(s) 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.

END OF SECTION 00100

## SECTION 2: UMBC REQUIREMENTS/SCOPE OF SERVICES

- 2.1 PURPOSE OF THE ENGAGEMENT.** The University seeks a contractor to manage pest control for the campus community.
- 2.2 SCOPE OF SERVICES.** The work under this contract includes inspection and service for control and/or elimination of pests such as rats, mice, roaches, water bugs, ants, bees, wasps, crickets, fleas, flies, mosquitoes, spiders, pigeons, and other rodents or insects in designated areas of the University (see **Appendix E**). Services must be provided on Tuesday and Thursdays of each week to the Academic and Residential areas outlined to provide continuity to the existing Pest Control Program.

The responses to this section should be sufficient to determine if and how the vendor will accomplish the requirements.

- 2.2.1. The contractor shall furnish all labor and material, shall inspect for, control and/or eliminate pests, and shall maintain buildings and adjacent areas free of them.
- 2.2.2 Within twenty (20) days of the contract award, the contractor shall inspect all work thoroughly to locate existing infestations and their sources or causes. Intensive treatment shall be made to eliminate such infestations, sources and causes. As part of the total bid package, contractors will consult with the Manager of Contractual Services for problem areas.
- 2.2.3 Continuing Services--Insect and rodent service will be performed weekly on Thursday to all Residential Life areas. Academic Buildings will have weekly service, which will be on Tuesdays and all Food Service areas weekly service will be performed after opening hours. On each trip, the contractor shall check in and check out at the Facilities Management building.
- 2.2.4 The contractor is required to have a log book for each of the Dining Facilities, Residential Life Office and Facilities Management Office. Log books for the Facilities locations and Residential Life buildings will be monitored each time the contractor is on campus during day service. The Dining Facilities log books will be monitored on a weekly basis when services are scheduled.
- 2.2.5 RESIDENTIAL LIFE SCHEDULE OF SERVICES

2.2.5.1 On a semi-monthly schedule the contractor shall fully inspect and treat three (3) complete apartment buildings: **Terrance, Hillside and West Hill Apartment** complexes. Also, on semi-monthly schedule, the contractor will inspect and treat as needed five (5) Residential Halls. These areas of service will include custodial closets, kitchens, mechanical rooms, vending areas and other common areas.

2.2.5.2 On a semi-annual basis, the contractor shall inspect for rodent and insect activity. The Contractor shall provide services to areas with pest problems discovered during inspection and provide follow up services to ensure the pest problem is resolved.

2.2.6 RESIDENTIAL LIFE RODENT CONTROL

These services will be rendered to six (6) main Resident Halls: **Susquehanna, Patapsco, Chesapeake, Potomac, Erickson and Harbor Hall** complexes. Contractor will install six (6) decorative exterior rodent bait stations area near the perimeter of the six (6) Residential Halls. These stations shall be maintained monthly using the proper baits and monitors, using the hand held computer scanners.

2.2.7 FOOD SERVICES AREAS

Contractor shall implement the following strategies to control insect and rodents infestations in the Food Service Facilities. The following locations require weekly services at the following times:

Main Dining Hall	Thursday	7:00 a.m.
Chick-Fil-A	Thursday	7:00 a.m.
South Campus Kitchen	Friday	after 1:00 p.m.
The Administrative Coffee Shop	Thursday	7:00 a.m.
Library Coffee Cart	Friday	7:00 a.m.
Commons Locations	Friday	7:00 a.m.

2.2.8 INSECT CONTROL

2.2.8.1 Install and maintain the appropriate insect monitoring and pheromone traps in and under the equipment, sinks, dishwasher etc...where roach activity infestations are likely to occur. Apply as needed, appropriate roach gel baits in crack and crevices where infestations are likely to occur. Areas with roach activity will receive weekly follow up inspections until the roach activity is completely eliminated.

2.2.8.2 If any visible infestations exist in the area they shall be baited and sealed using the appropriate matching caulking material. The caulking material must have a silicone base and be labeled with wet environmentals.

2.2.8.3 Provide the proper insect growth regulators within dining room and kitchen facilities three (3) times per year. The service will be provided Summer, Winter and during Spring break in the following areas:

- a. Main Dining Hall
- b. South Campus Kitchen
- c. Common Kitchen and Stations
- d. University Center/Chic-Fila Kitchen

2.2.9 RODENT CONTROL

Contractor will install and maintain automatic trapping devices in receiving and food storage areas of each food service building. These traps must be inspected and dated on a weekly basis. Install a minimum of four (4) tamper resistant exterior bait stations at all receiving and dumpster areas for each food service location. These stations must be inspected and dated twice a month. All stations should be affixed to the surfaces where they are installed by either gluing or staking each station. All multiple catch traps and tamper resistant stations must have bar codes installed in them to be scanned each time they are serviced. Each unit should be identified by a unique name and when it is scanned the activity level must be noted: no activity, mouse activity, rat activity, baits replaced. It is very important that this activity data is recorded so that the monthly reports can be examined and reviewed with UMBC Facilities Manager.

#### 2.2.10 DRAIN CLEANING SERVICES

Provide quarterly drain cleaning services using the appropriate enzyme cleaner. These services are designed to dislodge scum build-up where insects develop and breed. The product used should be a blend of bacteria culture and free enzymes which are designed to prevent, reduce and eliminate food sources which support roach, fruit fly and drain fly infestations. Areas of service include all kitchen and serving area of the main dining room, University Commons and the South Campus Kitchen.

#### 2.2.11 PIGEON CONTROL SERVICES

The university requires an Avitol baiting program to control pigeons in the following locations:

- a. Biological Science Building
- b. Library Building
- c. Chemistry Building
- d. Parking Garages

These areas should be inspected on a monthly basis for bird activity, if an application of Avitol is needed, contractor must apply for all necessary permits to the appropriate governing agency. Contractor must remain on site during treatment to ensure that all dead birds are removed and no secondary poisoning occurs.

#### 2.2.12 TERMITE SERVICES

Termite Service will be provided on an as needed basis by contractor. Any licensing for this service will be the responsibility of the contractor. Existing termite warranty locations will stay with current vendor of the specific locations.

#### 2.2.13 BED BUG DETECTION AND TREATMENT

##### SCOPE OF WORK

1. The contractor shall furnish all labor, transportation, testing, equipment, permits, tools, supervision, insurance, demonstrations, parts and services for and reasonably incidental to provide bed bug detection and treatment services designed to be proactive and prevent the spread of bed bug infestation. The contractor shall comply with all other requirements specified below for the UMBC campus.
2. Bed Bug detection services shall be designed to be proactive and prevent the spread of bed bugs. Universities can provide ideal locations for bed bug infestations to exist and breed. Bed bugs can be transported into the Residence Halls by students and carried virtually anywhere in the University by way of backpacks, sport bags etc.
3. K9 Inspection Services- the K9 detection service shall follow these specifications:
  - a. Annually, each summer, inspect all Residential Life student rooms and common spaces throughout the Campus.
  - b. The K9 detection service must submit a K9 inspection preparation form to be approved by the University. Once approved, the prep sheet will be provided to residents prior to any K9 inspections.

- c. All K9 detection teams must be registered and licensed through Maryland Department of Agriculture. The Contractor must provide copies of the teams' certification as required by State of Maryland law. The canines must be certified by NESDCA, IBBMA or other approved testing group.

4. Bed Bug Treatment

- a. The Contractor shall provide with their bid a detailed description of proposed bed bug treatment strategies. If bed bug activity has been confirmed in a target area, the treatment and pricing shall reflect a 3D approach to K9 inspections and/or treatment.
- b. Treatments may include chemical, steam, and thermal heat chamber treatments. It is very important and necessary for the University to have bed bug treatment plans that do not require the shutting down or adjusting sprinkler heads within any University building.
- c. The Contractor shall ensure that no fire alarm system be compromised during any bed bug treatment in any University building.
- d. The Contractor shall provide and install monitoring devices in treatment areas if a bed bug infestation is found. Monitoring devices may include mattress encasements, volcano (moat) traps, or glue trap monitoring devices.
- e. The University may request inspection and treatment for bed bugs at any time during the year in addition to summer Residential Life inspections. Bidder shall offer pricing for inspection and treatment for such requests.

2.2.14 WILDLIFE SERVICES

The University on occasion does have wildlife issues, such as squirrels, raccoons, and feral cats. The certified technician, the backup technician and the supervisor must all be licensed and registered with the Maryland Department of Natural Resources. Each individual must have their own permit number.

2.2.15 SOUTH CAMPUS

Provide monthly service using the appropriate baits, monitors pheromone traps and trapping devices to control ants, roaches, silverfish, mice and rats. Areas of service consist of kitchenettes, restrooms, custodial closets, mechanical rooms and other common areas. Contractor will provide a log book which will be kept at the reception desk area. Contractor must report to the building Maintenance Manager on each service visit.

2.2.16 ACADEMIC BUILDINGS

Contractor will provide weekly service for Academic buildings. The schedule should be set up so that each Academic building is inspected and serviced on a monthly basis. Areas of service will consist of kitchenettes, vending areas, restrooms, custodial closets, mechanical rooms and tunnels. The contractor must inspect these areas of each building; treat areas using the appropriate baits with monitoring and trapping devices.

#### 2.2.17 EMERGENCY SERVICE POLICY

Should any unforeseen pest problems arise between the scheduled visits, the contractor shall provide emergency service on-call within a four (4) hour period, seven (7) days a week, twenty-four (24) hours a day, anywhere on campus.

#### 2.2.18 QUALITY CONTROL

The successful contractor must have the quality control technology to scan insect and rodent activity for each exterior bait station, multi-catch trap, zone monitor or rodent snap traps. The routine service performed at the University should indicate insect activity, rodenticides applied and rodent activity. This technology must allow the Facilities Manager access to the insect and rodent activity information, as well as access to create a user ID and access to review all past management services being performed on the UMBC campus, via the proposers website domain.

**2.3 EXCEPTIONS.** Animals, insect, plant or cell life for research in science laboratories shall not be harmed.

**2.4 WORKMANSHIP AND MATERIALS.** The successful contractor shall provide all necessary materials, permits, machines, equipment, technical equipment, tools and labor, etc. as may be necessary to perform the work outlined herein.

- 2.4.1 The contractor shall perform all work indicated here in a first class workmanlike manner, as determined by the Manager of Contractual Services. In the event that an area has been overlooked or not managed correctly, UMBC reserves the right to request immediate correction of the condition or to adjust the invoice accordingly. Where inspections indicate that the work is done accordingly to specifications, the contractor shall promptly correct such deficiencies. Failure on the part of the contractor to promptly correct any unsatisfactory performance will be grounds for withholding payment of an appropriate portion of the invoice.
- 2.4.2 The contractor must get prior written approval from the Manager of Contractual Services as to the type of insecticide to be used. Insecticides shall be of a type that will not be harmful to humans in its normal application. Insecticides shall be applied in such a manner as to preclude dissemination of the material thru the air handling units throughout the campus.
- 2.4.3 Poison baits shall be used inside the buildings only after it is determined that the use of traps would be impracticable. Whenever poison baits are used, the contractor shall inform the Manager of Contractual Service in advance. Poisons that constitute an extreme harm to humans shall be placed in bait containers. Such containers shall be of the type that will protect humans from contact with poison bait. In all cases, materials used and the application thereof, must be in full compliance with Local, State and Federal rules and regulations and standards. The University will be indemnified by the contractor and held harmless from liability for mis-applications or use of materials not in accordance with standards set forth by appropriate regulatory bodies.
- 2.4.4. Dead rodents shall be removed from the premises and destroyed in accordance with Local laws and ordinances.

- 2.4.5 Dead rodents in inaccessible places shall be treated with isobornyl acetate, neutrolem alpha, or similar material. Masking agents or deodorants such as oil of pine, peppermint, wintergreen, formalin, anise or activated charcoal or similar substances shall be used as required.
- 2.4.6 The successful contractor must have the technology to provide the University with insect and rodent activity and materials supplied on the campus, via the internet. The University Contract Manager should be able to review any services performed on campus within a ten (10) day period of the service having been performed. This allows the University to not only monitor insects and rodent activity, but also allows them to provide data for pesticide applications which may be required by other State agencies. UMBC is trying to stay ahead of the curve, so it has specific information which may be required for “green” date requirements.
- 2.4.7 In order to render prompt emergency call back and repair service, it is imperative that the contractor’s place of business be located within a thirty (30) mile radius of the University.

## **2.5 PERSONNEL REQUIREMENTS**

The personnel that will be working on this contract must be identified using the Key Personnel Form for the Primary Account Representative and the Staff Form for other support staff. The forms can be found in **Appendix A**

- 2.5.1 The supervisor, the assigned technician and backup technician all must be certified through the Maryland Department of Agriculture. These same representatives must also have wildlife permits from the Maryland Department of Natural Resource in order to perform wildlife service on campus.
- 2.5.2 A list of personnel who will perform extermination under this contract must be provided showing in detail the length and type of experience of such personnel and the certification they possess.
- 2.5.3 Services must be provided by the successful proposer using the personnel designated above in 2.5.1.
- 2.5.4 The successful contractor must be licensed through the Maryland Department of Agriculture in the following categories: basic general rodent, termite and bird. The contractor must also have a Wildlife Damage Control operators permit number from the Maryland Department of Natural Resources for each technician assigned to the University.

**END OF SECTION 2**



## SECTION 3: PROPOSALS, EVALUATION AND FORMS

### PROCUREMENT PHASES ARTICLE 1

**SUMMARY OF PROPOSAL SUBMITTALS:** Responses to the RFP solicitation #BC-21053-K are to consist of the following:

- 3.1.1 **Technical Proposal Submittal.** (see Article 2 of this Section 3 for detailed information): All Proposers will be required to submit **one (1) original and four (4) copies [for a total of five (5) sets]** of the Technical Proposal, which are due by **Wednesday, May 17, 2017, no later than 2:00 p.m. to the Issuing Office.** (Refer to Section 1, Item 1.3 for more details.) UMBC reserves the right to photocopy additional copies of any or all parts of the proposal for the evaluation and selection process.
- 3.1.3 **Price Proposal Submittal.** Those proposers that remain short-listed after the Second Phase Technical Evaluation will be requested to submitted to request a Price Proposal. All Proposers will be required to submit **one (1) original and two (2) copies[for a total of three (3) sets]** of the Price Proposals, clearly marked "*Price Proposal*" and submitted in a sealed, separate container from the Technical Proposal. The Price Proposal Form to be completed and returned is included in **Appendix B**. The due date and time for price proposals is the same as for the Technical Proposal above, **Tuesday, June 13, 2017 at 2:00 p.m.**

**END OF SECTION 3, ARTICLE 1**

## SECTION 3: PROPOSALS, EVALUATION AND FORMS

### TECHNICAL PROPOSAL REQUIREMENTS ARTICLE 2

**3.2.1 TECHNICAL PROPOSAL:** The Technical Proposal must be submitted as a single submittal **in a sealed container**. The container shall have the Proposer's name, the RFP Title and RFP number prominently displayed, together with the word, " TECHNICAL PROPOSAL", and shall be delivered on, or before, **Wednesday, May 17, 2017 on or before 2:00 p.m.** to the UMBC's Procurement Services at the address noted in "Section 1 of the RFP as "The Issuing Office". One **(1) original and four (4) copies [for a total of five (5) sets** are to be provided.] The original is to be clearly labeled.

**3.2.2 TECHNICAL PROPOSAL REQUIREMENTS:**

- 1. Transmittal Letter.** A transmittal letter prepared on the Proposer's business stationery must accompany the original and all copies of each required volume. The purpose of this letter is to transmit the proposal; therefore, it should be brief. The letter must be signed by an individual who is authorized to bind his/her firm to all statements, including services and prices, contained in the proposal and any RFP addenda. The letter shall include the Name and Address of Proposer, as well as, the person(s) [include a telephone number, fax number, and e-mail address] responsible for responding to any inquiries or other correspondence related to this RFP or the Proposer's proposal. The proposer shall also include a statement on whether or not they can meet all of the requirements of the Scope of Work.
- 2. Proposal Criteria.** Clear, concise, yet detailed responses to Section 3.2.3 below are to be provided in the proposal.

**Note:** If the Proposer has multiple firm locations, UMBC is interested in the capabilities and experience of the office that will primarily provide the service to UMBC. Unless otherwise stated below, all requested information about the Proposer is required to be specifically limited to the local office that will serve UMBC's needs.

- 3. Signing of Forms.** The proposals, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, they shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, they 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.
- 4. Proposal Affidavit.** University Procurement policies require that each proposal submitted by a firm include a signed Proposal Affidavit. A copy of this Proposal Affidavit is included in **Appendix A** of this RFP. Proposers must complete, sign and return this affidavit.
- 5. Insurance.** **A CERTIFICATION LETTER FROM AN AUTHORIZED BROKER OR AGENT THAT ALL REQUESTED COVERAGES ARE AVAILABLE AND WILL BE PROVIDED BY THE CONTRACTOR UPON AWARD OF THIS CONTRACT MUST BE PROVIDED WITH THE TECHNICAL PROPOSAL. (See Appendix D, Section 2.18)**

6. **Acknowledgement Of Receipt Of Addenda Form.** If any addenda to the solicitation documents are issued prior to the due date and time for proposals, this form (found in **Appendix A**) is to be completed, signed, and included in the Proposer's Technical Proposal.

### 3.2.3 **TECHNICAL PROPOSAL CRITERIA**

The following information must be furnished in the firm's Technical Proposal submittal. Failure to include any of the items listed below may disqualify a firm's response. Criteria are listed in order of importance. Proposer should describe in detail and provide evidence supporting the qualifications below.

All Proposers are to compile their proposals in the order listed below and in response to this RFP. Tabs or dividers are requested in the proposal to separate each criteria response and pages are to be numbered.

3.2.3.1 **Statement of Approach/Quality of Samples** – The proposer is to provide a narrative which will define who they are, what they do and what they can do for the University with respect to the objectives of this project. The proposer must indicate **how** their firm/team would approach this account, and also include the method(s) and procedure(s) to be followed in the transition of their firm assuming this contract arrangement. The purpose of this narrative is not only to outline the tasks to be accomplished in a logical manner, but also to display full comprehension of the services to be provided including, but not limited to, those mandatory items noted in Section 2.2 “Scope of Services” for this RFP. This plan should be in sufficient detail to permit proper evaluation by the University and should include specific information pertaining to quality of service, quality controls, staffing, etc.

3.2.3.2 **Firm Experience/References.** Complete the Firm Experience Form (found in **Appendix A**) on three (3) contracts of similar scope. At least two of the three, and preferably all three, should be in a Higher education academic, or similar institutional environment and be similar in size and scope to the University of Maryland Baltimore County. The contracts should be within the last three (3) years.

The contact person on each Firm Experience Form will serve as a reference for the Proposer’s firm. Please insure that the information is accurate to ensure that the references are current and reachable. Such references should be able to speak to your firm’s performance on contracts similar to UMBC. The references will be checked only for those Firms that are short-listed and reasonably susceptible of being selected for award as part of the Technical Evaluation phase.

UMBC reserves the right to verify all information given if it so chooses, as well as, to check any other sources available including any person or persons associated with the references. The University also reserves the right to request additional references or contact any known firm associated with the Proposer, as well as, itself even if not provided as a reference by the Proposer. References will be held in the strictest of confidence.

3.2.3.3 **Key Personnel/Reference.** The Proposer must complete the Key Personnel Forms (found in **Appendix A**) for the persons who will be the Primary Account Representative and the Back-up to the Account Representative to the University. Included on this form should be three (3) references of other clients this person has served in a similar capacity. The notes above on firm references also apply to the references on this person.

For others working in a supporting role, complete the Staff Form (also found in **Appendix A**). All personnel must meet the certification detailed in Section 2.5 “Personnel Requirements”.

- 3.2.3.4 **Company Profile/Annual Sales Volume.** Complete the Company Profile form found in **Appendix A** which includes a description of your company and its history, the management and ownership structure.

**END OF SECTION 3, ARTICLE 2**

## SECTION 3: PROPOSALS, EVALUATION, AND FORMS

### EVALUATION AND SELECTION PROCEDURES ARTICLE 3

#### 3.5.1 Evaluation and Selection Committee.

All contractors' proposals received by the closing deadline will be reviewed. The Procurement Officer shall establish an Evaluation and Selection Committee to review and evaluate the proposals. The Committee may request additional technical assistance from any source.

#### 3.5.2 Evaluation Procedure

##### 3.5.2.1 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. The University 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. Each section of the proposal will be evaluated according to the criteria listed below. 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 University.

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

##### 3.5.2.2. Technical Evaluation

After compliance with the mandatory requirements in this RFP has been determined, the Committee shall conduct its evaluation of the technical merit of the proposals in accordance with the Evaluation Criteria. Proposals are evaluated to determine which proposal is most advantageous to the University. The process involves applying the evaluation criteria contained in the RFP, comparing the proposals to each other, and ranking the proposals from most to least advantageous. Proposals must meet a minimum of 75% of the technical points available in order to move forward in the procurement process. The Technical Evaluation carries more value than the Price Proposal. If used in the evaluation process, numerical point scores will be useful guides but will not be the sole factor in determining the award. The decision for the award will not be made solely by the raw scores themselves, but rather by the strengths, weaknesses, advantages, and deficiencies that the scores represent.

The criteria that will be used by the committee for the technical evaluation of the proposals for this specific procurement are listed below. Each committee member will evaluate the proposals on each major criterion. Factors are listed in order of importance.

Minor irregularities in proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the University's best interest.

A. **Technical Evaluation.** An evaluation of the Technical Proposals will be conducted by the University's Evaluation and Selection Committee. The order of importance of the technical criteria is as follows:

1. Statement of Approach
2. Firm Experience/References
3. Key Personnel/Staff/References
4. Company Profile/Annual Sales Volume

Firms will be ranked. Those proposals not considered "to be reasonably susceptible of being selected for award" will be notified after evaluation of the Technical Proposals and will not progress further in the procurement. Upon completion of the Technical Evaluation, all proposers will be notified as to the results of the technical evaluation of his/her firm's Technical Proposal. Only those firms that achieve 75% or better of the technical points available will advance to the interview sessions

3.5.2.3 **Price Proposal Evaluation.** Upon completion of the Interview Sessions, **only** those firms whose second phase evaluation achieves a minimum of 75% or better of the technical points available will be requested to submit a Price Proposal. Price Proposals will be ranked from the lowest to highest cost among those proposals that best meets the requirements of the RFP. If a numerical rating is utilized, scores will be normalized, that is the lowest evaluated total offer will receive 100% of the points awarded to the financial portion with subsequently higher quotes receiving proportionately lower points.

3.5.3 **Discussions.** The University reserves the right to recommend a Proposer for contract award based upon the Proposer's Technical Proposal and Price Proposal without further discussions. However, should the Committee find that further discussion would benefit the University, the Committee shall recommend such discussions to the Procurement Officer. Should the Procurement Officer determine that further discussion would be in the best interest of the University, the Procurement Officer shall establish procedures and schedules for conducting discussions and will notify responsible Proposer(s).

3.5.4 **Best and Final Offers.** When in the best interest of the University, the Committee may recommend and the Procurement Officer may permit qualified Proposers to revise their proposals by submitting "Best and Final" offers either during the Technical Phase and/or the Price Proposal Phase of this procurement.

3.5.5 **Final Ranking and Selection.** Following evaluation of the Technical Proposals and the Price Proposals, the Evaluation and Selection Committee will make an initial overall ranking of the proposals and recommend to the Procurement Officer the award of the contract to the responsible Offeror(s) whose proposal(s) is/are determined to be the most advantageous to the University based on the results of the final technical and financial evaluation in accordance with the University System of Maryland Procurement Policies and Procedures. **Technical merit will have a greater weight than financial in the final ranking.**

Award may be made to the proposal with a higher technical ranking even if its cost proposal is not the lowest. The decision of the award of the contract will be made at the discretion of the Procurement Officer and will depend on the facts and circumstances of the procurement. The Procurement Officer retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the Contractor that provides the best overall value to the University.

The University may select one or more Contractors to further engage in negotiations, including terms of a contract and other issues to be incorporated into the contract. The University reserves the right to make an award with or without negotiations.

**END OF SECTION 3**

## SECTION 4: TERMS AND CONDITIONS OF THE PROPOSAL

- 4.1 **Proposer's Responsibility.** Proposers are advised to read the requirements very carefully to ensure that each requirement is understood. If in doubt, develop and submit applicable questions, in writing to the contact at the Issuing Officer per "Section 1" of the RFP. A Proposer's misinterpretation of requirements shall not relieve the Proposer of responsibility to accurately address the requirements of the RFP or to perform the contract, if awarded.
- 4.2 **General Requirement.** Proposals must be made in the official name of the firm or individual under which business is conducted, showing the official business address, state in which it is incorporated or organized (if Proposer is not an individual) and must be signed by a duly authorized person. Proposals must be prepared in writing, simply and economically, providing a straightforward, concise description of the Proposer's proposal for meeting the required specifications of this procurement. Proposers must paginate each proposal volume and are requested to provide tabs to separate responses to the technical criteria.
- 4.3 **Evaluation of Proposals.** Contract Award will be made to the responsible Proposer(s) whose proposal best meets the needs of the University as determined by the Procurement Officer. All proposals will be evaluated by a University evaluation committee. After considering the factors set forth in this RFP, the committee will make recommendations for the award of a contract to the vendor(s) whose proposal(s) is/are determined to be the most advantageous to the University.
- 4.4 **Contractor Responsibilities.** The University of Maryland Baltimore County shall enter into contractual agreement with the selected offering vendor(s) only. The selected vendor(s) shall be responsible for all products and/or services required by this RFP. Subcontractors, if any, shall be identified and a complete description of their role relative to the proposal shall be included. UMBC's intent is not to direct the use of any particular vendor, however, the vendor will not contract with any such proposed person or entity to whom University of Maryland Baltimore County has a reasonable objection. Notification of such objection will be made by UMBC within 15 days of contract. The vendor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them.
- 4.5 **Taxes.** University of Maryland Baltimore County is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and the District of Columbia Sales Taxes and Transportation Taxes, except as noted in applicable sections of COMAR. Exemption Certificates shall be provided upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, Contractor shall pay the Maryland Sales tax and the exemption does not apply.
- 4.6 **RFP Response Materials.** All written materials submitted in response to this RFP become the property of UMBC and may be appended to any formal documentation, which would further define or expand the contractual relationship between UMBC and the successful vendor(s).

**END OF SECTION 4**



## APPENDIX A

### Technical Proposal Forms

Firm Experience Form  
Staff Form  
Key Personnel Form  
Company Profile  
Bid/Proposal Affidavit  
Acknowledgment of Receipt of Addendum Form  
No Response Form

**Note: Proposer is responsible to submit all requested documentation that is requested in this RFP, in addition to the University forms listed above.**

EXPERIENCE FORM (Please complete a separate form for three (3) similar/relevant contracts to this RFP requirements).

PROPOSER'S NAME: \_\_\_\_\_

CLIENT'S NAME: \_\_\_\_\_

CONTACT PERSON'S NAME: \_\_\_\_\_

CLIENT'S ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

TYPE OF CLIENT: (Check all that apply)

EMAIL ADDRESS: \_\_\_\_\_

Academic/Higher Education (2 of the 3 must be academic environments)

TOTAL NUMBER OF BUILDINGS SERVICED: \_\_\_\_\_

Government Agency

OTHER SERVICES: \_\_\_\_\_

Health Care

Other

CONTRACT DOLLAR SIZE: \_\_\_\_\_

CONTRACT TERM: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

NAME OF PROPOSING FIRM'S ACCOUNT REPRESENTATIVE WHO SERVICES THIS CLIENT: \_\_\_\_\_

TYPE OF SERVICE BEING PROVIDED TO CLIENT: (Check all that apply)

Rodent Control

Insect/Bug Control

Pigeon/bird Control

Wildlife

Drain Cleaning

Other

PROVIDE A BRIEF BUT DETAILED DESCRIPTION OF SIMILARITIES OF YOUR CONTRACT SCOPE TO THE REQUIREMENTS FOR THIS CONTRACT SCOPE.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

END OF FORM

## STAFF FORM

PROPOSER: \_\_\_\_\_

### PROPOSED PROJECT TEAM FOR PEST MANAGEMENT CONTRACT AT UMBC

Name of Person	Position	Qualifications/Background for performing role to be assigned; basis for selection (i.e., experience, certifications, etc.)

**KEY PERSONNEL FORM**

1. **PERSON'S NAME:** \_\_\_\_\_

2. **POSITION TO BE ASSIGNED:** \_\_\_\_ Primary Account Representative  
\_\_\_\_ Back-up to Account Representative

3. **EDUCATIONAL BACKGROUND:** Institution Degree/Diploma/ Major (if any); Certifications  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. **EMPLOYMENT HISTORY\*:** (\*NOTE: If a person has more than three (3) employers in his/her employment history, please provide complete employment history via supplemental page(s) attached to this form.)

4.1 **CURRENT EMPLOYER'S NAME:** \_\_\_\_\_  
**DATES OF EMPLOYMENT:** \_\_\_\_\_  
**POSITION HELD /DURATION BY DATE:**  
\_\_\_\_\_  
\_\_\_\_\_

4.2 **PRIOR EMPLOYER'S NAME:** \_\_\_\_\_  
**DATES OF EMPLOYMENT:** \_\_\_\_\_  
**POSITION HELD/DURATION BY DATE:**  
\_\_\_\_\_  
\_\_\_\_\_

4.3 **PRIOR EMPLOYER'S NAME:** \_\_\_\_\_  
**DATES OF EMPLOYMENT:** \_\_\_\_\_  
**POSITION HELD/ DURATION BY DATE:**  
\_\_\_\_\_  
\_\_\_\_\_

5. **ROLE:** Describe the role of this person in this contract, including services to be provided directly and services to be supervised as provided by others.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. **SIMILAR PROJECT EXPERIENCE/REFERENCES:** (Note: It is preferable that these references be from the "Firm Experience Form" found in **Appendix A**).

6.1 CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: \_\_\_\_\_  
 COMPANY NAME: \_\_\_\_\_  
 PROJECT/CONTRACT NAME, DOLLAR VALUE, HOW MANY YEARS?  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_  
 START DATE: \_\_\_\_\_ COMPLETION DATE: \_\_\_\_\_  
 DESCRIPTION OF CONTRACT SERVICED: \_\_\_\_\_  
 \_\_\_\_\_

6.2 CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: \_\_\_\_\_  
 COMPANY NAME: \_\_\_\_\_  
 PROJECT/CONTRACT NAME, DOLLAR VALUE, HOW MANY YEARS? \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_  
 START DATE: \_\_\_\_\_ COMPLETION DATE: \_\_\_\_\_  
 DESCRIPTION OF ACCOUNT SERVICED: \_\_\_\_\_  
 \_\_\_\_\_

6.3 CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: \_\_\_\_\_  
 COMPANY NAME: \_\_\_\_\_  
 PROJECT/CONTRACT NAME, DOLLAR VALUE, HOW MANY YEARS? \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_  
 START DATE: \_\_\_\_\_ COMPLETION DATE: \_\_\_\_\_  
 DESCRIPTION OF ACCOUNT SERVICED: \_\_\_\_\_  
 \_\_\_\_\_

7. **ACHIEVEMENTS/OTHER NOTATIONS (NOT REQUIRED):**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

NOTE: If a Proposer finds the space provided to be insufficient, he/she can attach additional pages to this form as he/she finds appropriate and just indicate on the this form to see "attached pages".

**END OF FORM**

**COMPANY PROFILE**

COMPANY NAME: \_\_\_\_\_

ADDRESS OF COMPANY: \_\_\_\_\_

DATE OF INCORPORATION: \_\_\_\_\_ STATE OF INCORPORATION: \_\_\_\_\_

NUMBER OF GEOGRAPHIC LOCATIONS: \_\_\_\_\_

LOCATION OF ALL GEOGRAPHIC OFFICES (if applicable) AND THEIR FUNCTION

LOCATION:

\_\_\_\_\_

LOCATION OF BRANCH OFFICE, WHICH WILL SERVICE UMBC (must be within 30 mile radius of campus):

\_\_\_\_\_

TYPE OF SERVICES PROVIDED:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# OF YEARS PROVIDING PEST MANAGEMENT SERVICES: \_\_\_\_\_

# OF YEARS IN BUSINESS UNDER PRESENT NAME: \_\_\_\_\_

OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TYPE OF ORGANIZATION (I.E., CORPORATION, PARTNERSHIP, INDIVIDUAL, JOINT VENTURE):

\_\_\_\_\_  
\_\_\_\_\_

NAME OF PRINCIPAL(S) AND TITLE(S):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BRIEF HISTORY OF COMPANY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TOTAL COMPANY

BRANCH OFFICE  
WHICH WILL SERVICE  
UMBC:

TOTAL NUMBER OF EMPLOYEES: \_\_\_\_\_

\_\_\_\_\_

NUMBER OF ACCOUNT REPRESENTATIVES: \_\_\_\_\_

\_\_\_\_\_

CLERICAL STAFF: \_\_\_\_\_

\_\_\_\_\_

TECHNICIANS: \_\_\_\_\_

\_\_\_\_\_

TYPES AND SIZES OF COLLEGES/UNIVERSITIES AND/OR SIMILAR ORGANIZATIONS SERVED:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DESCRIBE ANY PLANNED FUTURE TECHNOLOGICAL DEVELOPMENTS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LIST OF UNIVERSITIES OR RELATED ACCOUNTS THAT HAVE CANCELLED YOUR SERVICES OVER THE PAST THREE (3) YEARS (Give brief explanation).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Maryland Small Business Certificate #: \_\_\_\_\_

BONDING CAPACITY:

Per Contract: \$ \_\_\_\_\_

Aggregate: \$ \_\_\_\_\_

ANNUAL SALES VOLUME

TOTAL COMPANY ANNUAL SALES VOLUME FOR:

2016 \_\_\_\_\_ 2015 \_\_\_\_\_ 2014 \_\_\_\_\_

TOTAL ANNUAL SALES VOLUME FOR BRANCH OFFICE WHICH WILL SERVICE UMBC:

2016 \_\_\_\_\_ 2015 \_\_\_\_\_ 2014 \_\_\_\_\_

PERCENTAGE OF COMPANY ANNUAL SALES WHICH IS PEST MANAGEMENT/CONTROL:

2016 \_\_\_\_\_ 2015 \_\_\_\_\_ 2014 \_\_\_\_\_

PERCENTAGE OF ANNUAL SALES VOLUME OF BRANCH OFFICE WHICH WILL SERVICE UMBC WHICH IS PEST MANAGEMENT/CONTROL:

2016 \_\_\_\_\_ 2015 \_\_\_\_\_ 2014 \_\_\_\_\_

**END OF FORM**



**BID/PROPOSAL AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT: I am the (title) \_\_\_\_\_ and the duly authorized representative of (business) \_\_\_\_\_ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

**B. NOT USED**

**B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES (applicable if an MBE goal is set)**

The undersigned bidder or offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

**B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES (if applicable to the solicitation)**

The undersigned bidder or offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)—(5) of this regulation.

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded *nolo contendere* to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

\_\_\_\_\_  
\_\_\_\_\_

**D. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of a criminal offense incident to obtaining or attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts arising out of the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), (4) or (5), above;
- (7) Been found civilly liable under a state or federal antitrust statutes for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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**E. AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

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**F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

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**G. SUB-CONTRACT AFFIRMATION**

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.

**H. AFFIRMATION REGARDING COLLUSION**

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

**I. FINANCIAL DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT: I am aware of, and the above business will comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

**J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT: I am aware of and that the above business will comply with, Election Law Article, §§14-101 – 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

**K. 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 meaning 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 and alcohol;
  - (d) Not hire or assign to work on the contract anyone whom 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' 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 K(2)(b), above;
  - (h) Notify its employees in the statement required by §K(2)(b) above, 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 five (5) days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §K(2)(h)(ii), above, 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 §K(2)(a)-(j), above.
- (3) If the business is an individual, the individual shall certify and agree, as set forth in K(4), below, 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 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.

**L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic\_\_\_\_)(foreign\_\_\_\_) [check one] corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: \_\_\_\_\_

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

(If not applicable, so state.)

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

**M. CONTINGENT FEES**

I FURTHER AFFIRM THAT: The business has not employed or retained any person, partnership, corporation, or other entity, other than a *bona fide* employee or agent working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a *bona fide* employee or agent, any fee or any other consideration contingent on the making of the Contract.

**N. CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

(1) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(2) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

(3) The bidder or offeror warrants that, except as disclosed in §(4), below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

(4) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain detail—attach additional sheets if necessary):

\_\_\_\_\_

\_\_\_\_\_

(5) The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

**O. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

(1) The undersigned bidder or offeror certifies that, in accordance with State Finance & Procurement Article, §17-705:

(i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and

(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

(2) The undersigned bidder or offeror is unable to make the above certification regarding its investment activities in Iran due to the following activities:

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**P. ACKNOWLEDGMENT**

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and, (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any right or remedy conferred by the Constitution and the laws of Maryland in respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business in respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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: \_\_\_\_\_  
(Authorized Representative and Affiant)

Company Name: \_\_\_\_\_

FEIN No: \_\_\_\_\_

END OF FORM

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA FORM**

**RFP NO.:** BC-21053-K

**TECHNICAL PROPOSAL  
DUE DATE:** WEDNESDAY, MAY 17, 2017 by 2:00 P.M.

**RFP FOR:** PEST MANAGEMENT CONTRACT

**NAME OF PROPOSER:** \_\_\_\_\_

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned, hereby acknowledges the receipt of the following addenda:

Addendum No.: \_\_\_\_\_ Date of Issuance: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Date of Issuance: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Date of Issuance: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Date of Issuance: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Date of Issuance: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Date of Issuance: \_\_\_\_\_

As stated in the RFP documents, this form is included in our Technical Proposal.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**END OF FORM**

## “No Response” Form

### University of Maryland Baltimore County Notice to Bidders/Proposers

In order to help us improve the quality of State solicitations and make our procurement processes more responsive and “business friendly”, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your bid/proposal or “no bid” response, as the case may be.

Bid/Proposal Number: BC-21053-K  
Title: PEST MANAGEMENT

- I. If you have responded with a “No Bid” please check the reason(s) below (check all that apply):
- Other commitments preclude our participation at this time.
  - The subject of the contract is not something we normally provide.
  - We are inexperienced in the work/commodities required.
  - The specifications are either unclear, or too restrictive. Please explain in “Remarks” section below.
  - The scope of work is beyond our current capacity.
  - Doing business with Government is simply too complicated.
  - We cannot be competitive. Please explain in “Remarks” section below.
  - Time for completion is insufficient.
  - Bonding/Insurance requirements are prohibitive. Please explain in “Remarks” section below.
  - Bid/Proposal requirements, other than specifications are unreasonable or too risky. Please explain in “Remarks” section below.
  - Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory. Please explain in “Remarks” section below.

(Other): \_\_\_\_\_

- II. If you have submitted a bid/proposal, but wish to offer suggestions or express concerns, please use the “Remarks” section below.

Remarks: \_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_ Signature: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_

**THANK YOU!**

## APPENDIX B

PRICE PROPOSAL FORM



**PROPOSAL NO.:** RFP# BC-21053-K  
**PRICE PROPOSAL DUE DATE:** TUESDAY, JUNE 13, 2017 by 2:00 p.m.  
**PROPOSAL FOR:** PEST MANAGEMENT CONTRACT

**PROPOSER:** \_\_\_\_\_  
Federal Identification Number/Social Security Number: \_\_\_\_\_  
Maryland Small Business Number: \_\_\_\_\_

**PRICE PROPOSAL**

Mr. John Kenny  
Contract Administrator  
Department of Procurement  
University of Maryland Baltimore County (UMBC)  
Administration Building, Room 732  
1000 Hilltop Circle  
Baltimore, MD 21250

Dear Mr. Kenny:

The undersigned hereby submits the Price Proposal as set forth in RFP# BC-21053-K dated April 24, 2017 and the following subsequent addenda:

Addendum _____	dated _____
Addendum _____	dated _____
Addendum _____	dated _____

We confirm that this Price Proposal is based on the Requirements per the RFP and any subsequent addenda as noted above.

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to complete the work as described in this RFP and subsequent addenda as noted above. By the signing and submitting this response, the undersigned hereby agrees to all the terms and conditions of this RFP including any issued addenda. Proposers are cautioned to verify their final proposals prior to submission, as UMBC cannot be responsible for Proposer's errors or omissions. Any price proposal that has been accepted by UMBC may not be withdrawn by the vendor.

**PRICING PROPOSAL**

**PEST MANAGEMENT FOR INSECTS & RODENTS**

Location	Monthly Cost		Yearly Cost
Facilities Management Locations	\$ _____	x12	= \$ _____
Residential Life Locations	\$ _____	x12	= \$ _____
Dining Services	\$ _____	x12	= \$ _____
Athletic Department Locations	\$ _____	x12	= \$ _____
University Commons	\$ _____	x12	= \$ _____
Bookstore	\$ _____	x12	= \$ _____
South Campus	\$ _____	x12	= \$ _____
<b>TOTAL BASIC SERVICES</b>			= \$ _____

**SPECIAL SERVICES**

	Per Occurrence		Yearly Cost
Treatment for every room in the Six (6) residential halls	_____		
Provide quarterly drain cleaning using Enzyme cleaner in all kitchen & serving areas of Food Services	_____	x 4	= \$ _____
Maintain the four (4) pigeon control areas already established	_____	x12	= \$ _____
Provide insect growth regulators throughout food facilities	_____	x 3	= \$ _____

**BIRD WORK**

The contractor will supply the University with pricing for the following bird exclusion methods that may be necessary during the course of the contract. The pricing will include:

	Hourly Cost
1. Price per hour to install Bird Spike, including the Bird Spike, Hardware or adhesive.	\$ _____
2. Price per hour to install Bird Shock Track, including the Bird Shock Track, hardware and adhesive.	\$ _____
3. Price per hour to install bird netting, including all installation Hardware.	\$ _____

Note: Pricing will not include lifts or scaffolding needed to perform the bird work.

**TERMITE CONTROL**

The contractor will supply the University with the price per linear foot for Subterranean termite treatment Price per linear foot: \_\_\_\_\_

**BED BUG CONTROL**

- 1) Thermal heat chamber treatments-cost per room \_\_\_\_\_
- 2) Chemical treatments-cost per room \_\_\_\_\_
- 3) K9 detection- Residential Life Summer Inspection \_\_\_\_\_
- 4) K9 detection- requests –cost per hour \_\_\_\_\_

**SPRING EXTERIOR TREATMENTS FOR ALL RESIDENTIAL LIFE BUILDINGS TO CONTROL SEASONAL CRAWLING INVADERS**

The contractor will supply the University with annual pricing for all Residential Life Buildings as listed in the RFP. Total Cost for Residential Life Buildings \_\_\_\_\_

**TOTAL SPECIAL SERVICES** \_\_\_\_\_

We understand that the University reserves the right to make adjustments—both increase and decrease—in the number of treatments as they feel are needed and appropriate.

We understand that by submitting a proposal we are agreeing to all of the terms and conditions included in the RFP documents, and that the Bid/Proposal Affidavit submitted as part of the original technical proposal remains in effect. The evaluation and subsequent final ranking of proposals will be in accordance of the RFP documents. We understand that technical weighs greater than cost.

We further understand that this Price Proposal includes all costs associated with the provision of the Services per this RFP. We understand that the University reserves the right to award a contract(s) for all items, or any parts thereof, as set forth in detail under the information furnished in the RFP document.

We further confirm that the key personnel named within our Technical Proposal will be assigned to the UMBC Contract for the duration of this contract. We understand that no changes in this assignment will be allowed without written authorization from the University via contract amendment prior to such changes being made.

The Proposer represents, and it is a condition precedent to acceptance of this proposal, that the Proposer has not been a party to any agreement to submit a fixed or uniform price. Sign where applicable below.

(Signatures on next page)

**A. INDIVIDUAL PRINCIPAL**

In Presence of Witness: \_\_\_\_\_

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

SIGNED \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

---

**B. CO-PARTNERSHIP PRINCIPAL**

\_\_\_\_\_

(Name of Co-Partnership)

ADDRESS \_\_\_\_\_

In Presence of Witness: \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

\_\_\_\_\_ as to

BY \_\_\_\_\_

(Partner)

Printed Name \_\_\_\_\_

\_\_\_\_\_ as to

BY \_\_\_\_\_

(Partner)

Printed Name \_\_\_\_\_

\_\_\_\_\_ as to

BY \_\_\_\_\_

(Partner)

DATE \_\_\_\_\_

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**C. CORPORATE PRINCIPAL**

Printed Name \_\_\_\_\_

\_\_\_\_\_

(Name of Corporation)

DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

Attest:

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[Printed Name of Corporate (or Assistant Corporate) Secretary]

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[Corporate (or Assistant Corporate) Secretary Signature for Identification]

BY:

\_\_\_\_\_  
Signature of Officer and Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

BETWEEN  
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY  
AND  
FIRM NAME

By this Contract, made as of the \_\_ day of \_\_\_\_\_, 2017, by and between The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland, agency of the State of Maryland (“University”), 1000 Hilltop Circle, Baltimore, Maryland 21250, and \_\_\_\_\_ (“Contractor”), for \_\_\_\_\_, the parties hereby agree as follows:

1. **TERM OF CONTRACT:** The term of this Contract shall begin on \_\_\_\_\_, 2017 and terminate on\_\_\_\_\_.  
The initial term is for one (1) year with nine (9) one-year renewal options at the University’s sole discretion.
2. **SCOPE OF CONTRACT:** The Contractor's obligations and duties under this Contract shall include, but are not limited to, the terms, conditions and specifications contained in RFP No. BC-21053-K, and any amendments or changes thereto as well as the Contractor's proposal submitted in response to the aforementioned RFP (collectively referred to hereinafter as the “Contract Documents”).These obligations and duties are subject to the unilateral right of the University to order, in writing, changes in the work within the scope of the Contract.
3. **COMPENSATION AND METHOD OF PAYMENT:**
  - A. As compensation for satisfactory performance of the work described in Paragraph 2, above, the University will pay the Contractor \$\_\_\_\_\_ for the initial term and each subsequent renewal term.
  - B. The Contractor's Federal Tax Identification Number or, where applicable, Social Security Number is \_\_\_\_\_.
  - C. The Contractor shall be paid only for items or services that are specifically named in this Contract. No additional costs for items or services will be paid by the University without its prior express written consent.
4. **DELIVERY:** Delivery shall be made in accordance with bid/RFP specifications. The University reserves the right to test any materials, equipment, supplies or services delivered to determine if the specifications have been met. The materials listed in the specifications shall be delivered FOB the point or points specified prior to or on the date specified in the solicitation. Any material that is defective or fails to meet the terms of the specifications shall be rejected. Rejected materials shall be promptly replaced. The University reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejects shall be liable for any excess price paid for the replacement plus applicable expenses, if any.
5. **NON-HIRING OF EMPLOYEES:** No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.
6. **RESPONSIBILITY OF CONTRACTOR:**
  - A. The Contractor shall perform the services with that standard of care, skill and diligence normally provided by a Contractor in the performance of services similar to the services hereunder.
  - B. Notwithstanding any review, approval, acceptance or payment for the services by the University, the Contractor shall be responsible for professional and technical accuracy of its work, design drawings, specifications and other materials furnished by the Contractor under this Contract.
7. **DISSEMINATION OF INFORMATION:**
  - A. During the term of this Contract, the Contractor shall not release any information related to the services or performance of the services under this Contract nor publish any final reports or documents without the prior written approval of the University.
  - B. The Contractor shall indemnify and hold harmless the University, its officers, agents and employees, from all liability which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, of any information, data, documents, or materials pertaining in any way to this Contract by the Contractor, its agents or employees.
8. **OWNERSHIP OF DOCUMENTS AND MATERIALS:** The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs graphics, mechanical, artwork, and computations prepared by or for it under the terms of this Contract shall at any time during the performance of the services be made available to the University upon request by the University and shall become and remain the exclusive property of the University upon termination or completion of the services. The University shall have the right to use same without restriction or limitation and without compensation to the Contractor other than that provided by this Contract. The University shall be the owner for purposes of copyright, patent or trademark registration.

9. **PATENTS, COPYRIGHTS AND TRADE SECRETS:**
- A. If the Contractor furnishes any design, device, material, process or other item which is covered by a patent or copyright or which is deemed proprietary to or a trade secret of another, Contractor shall obtain the necessary permission or license to use such item.
  - B. Contractor will defend or settle, at its own expense, any claim or suit against the University alleging that any such item furnished by Contractor infringes any patent, trademark, copyright, or trade secret. Contractor also will pay all damages and costs that by final judgment may be assessed against the University due to such infringement and all attorneys' fees and litigation expenses reasonably incurred by the University to defend against such a claim or suit. The obligations of this paragraph are in addition to those stated in paragraph 16 below.
  - C. If any products furnished by Contractor become, or in Contractor's opinion, are likely to become, the subject of a claim of infringement, Contractor will, at its option: (1) procure for the University the right to continue using the applicable item; (2) replace the product with a non-infringing product substantially complying with the item's specifications; or (3) modify the item so it becomes non-infringing and performs in a substantially similar manner to the original item.
10. **DISPUTES:** This Contract shall be subject to the provisions of University System of Maryland Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Any dispute that is not subject to the jurisdiction of the Maryland State Board of Contract Appeals, as provided in the University System Procurement Policies and Procedures, shall be brought in and heard by the courts of the State of Maryland, and the parties voluntarily consent to the exclusive jurisdiction of the courts of this State for any such proceeding.
11. **NON-DISCRIMINATION IN EMPLOYMENT:** During the performance of this contract, the Contractor agrees as follows: (a) The Contractor will not discriminate against any employee, applicant for employment, or individual because of race, color, religion, creed, age, sex, sexual orientation, gender identity or expression, marital status, national origin, veteran's status, genetic information, and/or physical or mental handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, age, sex, sexual orientation, gender identity or expression, marital status, national origin, veteran's status, genetic information, and/or physical or mental handicap; (b) The Contractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must, at minimum, contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined; (c) The Contractor will post in conspicuous places, available to employees, applicants for employment, and representatives of each labor union with which the covered Contractor has a collective bargaining agreement, notices setting forth the provisions of the nondiscrimination clause in subsection (a); (d) In the event of the Contractor's noncompliance with the nondiscrimination clause, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the University of Maryland Baltimore County (UMBC); and (e) The Contractor will include the provisions of paragraphs (a) through (d) in every subcontract so that such provisions will be binding upon each subcontractor or vendor.
12. **CIVIL RIGHTS ACT 1964:** Vendors and Contractors providing materials, equipment, supplies or services to the State under this Contract herewith assure the State that they are conforming to the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1988, and the Civil Rights Act of 1991, and Section 202 of Executive Order 11246 of the President of the United States of America as amended by Executive Order 11375, as applicable.
13. **AFFIRMATIVE ACTION:** The Contractor and all subcontractors shall develop and maintain affirmative action plans directed at increasing the utilization of women and members of minority groups on State public works projects, pursuant to the Executive Order 11246 of the President of the United States of America and guidelines on Affirmative Action issued by the Equal Employment Opportunities Commission (EEOC) 29 C.F.R. part 1608 and the Governor of Maryland's Executive Order 01.01.1993.16.
14. **CONFLICT OF INTEREST LAW:** It is unlawful for any University officer, employee, or agent to participate personally in his official capacity through decision, approval, disapproval, recommendation, advice, or investigation in any contract or other matter in which he, his spouse, parent, child, brother, or sister, has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee, or agent has previously complied with the provisions of Article 40A, §3-101 et seq of the Annotated Code of Maryland.
15. **CONTINGENT FEE PROHIBITION:** The Contractor, Architect, or Engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, Architect, or Engineer, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

16. **INTELLECTUAL PROPERTY:** Contractor agrees to indemnify and save harmless the State, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Contract.
17. **SOFTWARE CONTRACTS:** N/A
18. **EPA COMPLIANCE:** Materials, supplies, equipment and services shall comply in all respects with the federal Noise Control Act of 1972, where applicable. Power equipment, to the greatest extent possible, shall be the quietest available. Equipment certified by the US EPA as a Low Noise Emission Product pursuant to the Federal Noise Control Act of 1972 shall be considered to meet the intent of the regulation. The Contractor must supply and have immediately available to their employees spill containment equipment/supplies necessary to contain any hazards they may introduce to the job site. The Contractor is responsible for any and all costs incurred by the University in remediating spills or releases of materials he/she introduced onto the job site.
19. **TERMINATION OF MULTI-YEAR CONTRACTS DUE TO LACK OF APPROPRIATIONS:** If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.
20. **TERMINATION FOR DEFAULT:** If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the University may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the University's option, become the University's property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the University can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.
21. **TERMINATION FOR CONVENIENCE:** The performance of work under this Contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.
22. **DELAYS AND EXTENSIONS OF TIME:** The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a State Contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a sub-contractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.
23. **VARIATIONS IN ESTIMATED QUANTITIES:** No equitable adjustment shall be permitted in favor of either the State of Maryland or the Contractor in the event that the quantity of any pay item in this Contract is an estimated quantity and the actual quantity of such pay item varies from the estimated quantity stated in the Contract.
24. **LIQUIDATED DAMAGES:** Time is an essential element of the Contract and it is important that the work be vigorously prosecuted until completion. For each day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the contract, the Contractor shall be liable for liquidated damages in the amount(s) provided for in the solicitation, provided, however, that the due account shall be taken of any adjustment of the specified completion time(s) for completion of work as granted by approved change orders.
25. **SUSPENSION OF WORK:** The procurement officer unilaterally may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the University.



26. **PRE-EXISTING REGULATIONS:** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.
27. **FINANCIAL DISCLOSURE:** The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.
28. **POLITICAL CONTRIBUTION DISCLOSURE:** The Contractor shall comply with Article 33, Sections 14-101 through 14-104, of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year under which the person receives in the aggregate \$100,000 or more shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
29. **RETENTION OF RECORDS:** The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the University hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.
30. **AUDIT:** The University reserves the right to request an independent review of the Contractor's financial operations and overall contract compliance ("Review"). The Review would be at the Contractor's expense and comprised of an agreed upon procedures engagement by an independent certified public accountant with a protocol acceptable to both parties at the time of the request.
31. **COMPLIANCE WITH LAWS:** The Contractor hereby represents and warrants that:
- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
  - B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
  - C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
  - D. It shall obtain at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Contract.
32. **COST AND PRICE CERTIFICATION:** By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:
- A. A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the procurement officer; or
  - B. A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the procurement officer.
  - C. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.
33. **TRUTH-IN NEGOTIATION CERTIFICATION:** [Mandatory provision for architectural services or engineering services contracts exceeding \$100,000. It shall be in substantially the same form as follows: or insert "N/A" if not applicable.] The Contractor by submitting cost or price information, including wage rates or other actual unit costs, certifies to the best of its knowledge, information and belief, that:
- A. the wage rates and other factual unit costs supporting the firm's compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;

- B. if any items of compensation were increased due to the furnishing of inaccurate, incomplete or noncurrent wage rates or other units of costs, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The University's right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and,
- C. If additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or noncurrent wage rates and other factual costs.
34. **PAYMENT OF UNIVERSITY OBLIGATIONS:** Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the University's receipt of a proper invoice from the Contractor. Each such invoice must reflect the Contractor's federal tax identification number. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited.
35. **SET-OFF:** The University may deduct from and set-off any amounts due and payable to the Contractor any back-charges or damages sustained by the University by virtue of any breach of this Contract by the Contractor or by virtue of the failure or refusal of the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.
36. **INDEMNIFICATION:** The University shall not assume any obligations to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this Contract.
37. **PROHIBITION AGAINST SHIFTING MARYLAND INCOME TO OUT-OF-STATE AFFILIATES:** Contractor may not, for any period during the Contract term, seek to reduce the amount of Contractor's income subject to Maryland income tax by payments made to an affiliated entity or an affiliate's agent for the right to use trademarks, trade names, or other tangible property associated with Contractor. Contractor agrees that during the course of this Contract it shall not make any such royalty or similar payments to any affiliated company; and if any such royalty or similar payments are made, Contractor and the affiliated company shall file separate Maryland income 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.
38. **USE OF CONTRACTOR'S FORMS NOT BINDING ON STATE:**
- A. The use or execution by the University of any forms, orders, agreements, or other documents of any kind, other than the Contract documents, used pursuant to or in the administration of any contract awarded by the University to the Contractor, shall not bind the University to any of the terms and conditions contained therein except those provisions:
- (1) Generally describing for the purposes of ordering: equipment or services to be provided, locations, quantities, delivery or installation dates, and, to the extent consistent with the Contract Documents, prices; and
  - (2) not otherwise inconsistent with the Contract Documents.
- B. Any such form, order, or others document shall not vary, modify, or amend the terms and provisions of the Contract Documents, notwithstanding any provision to the contrary in such document, unless all of the following conditions are met:
- (1) the document expressly refers to the particular document and provision of the Contract Documents being modified and plainly and conspicuously identifies any modifications thereto as a modification; and
  - (2) the document is executed on behalf of the University by the procurement officer; and
  - (3) execution of the document is approved by the procurement authority whose approval is required by law.
39. **ASSIGNMENT:** This Contract and the rights, duties, and obligations hereunder may not be assigned or subcontracted by Contractor without the prior written consent of the University.

40. **WAIVER OF JURY:** UNIVERSITY AND CONTRACTOR, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THEY ARE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS CONTRACT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES WHO ARE NOT PARTIES TO THIS CONTRACT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY UNIVERSITY AND CONTRACTOR, WHO HEREBY REPRESENT AND WARRANT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY AN INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.
41. **MARYLAND LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflicts of law or choice of law principles.
42. **FORCE MAJEURE:** If either party's performance(s) hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to sickness, inability to perform, accident, interruption or failure of means of transportation, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond that party's control, then each party's obligations with respect to the affected performance(s) shall be excused and neither party will have any liability in connection therewith.
43. **SUCCESSORS AND ASSIGNS.** This Agreement will bind upon and inure to the benefit of the parties hereto and their respective personal representatives/successors and assigns. Successors and assigns shall agree to assume in writing the obligations under this Contract.
44. **COMPLIANCE WITH FERPA:** The University agrees that, for purposes of the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) as amended ("FERPA"), the Contractor will be considered a contractor to whom functions and services have been outsourced by the University. As a result of these function and services, the Contractor might have access to educational records, as defined by FERPA. Contractor agrees that it shall not re-disclose personally identifiable educational records that it receives from the University pursuant to this Agreement, unless such disclosure is authorized to perform the functions and services provided through this agreement or is authorized under FERPA. Contractor expressly warrants and represents that it shall not use the student information or educational records provided by the University for any purpose other than to comply with the terms of this Agreement with the University. Contractor shall indemnify and hold harmless the University from and against any and all claims, suits, proceedings, costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs, attorney's fees, and other reasonable expenses of litigation, which may arise out of, relate to, or be a consequence of, an unauthorized disclosure of educational records. Contractor will, upon discovery, or receipt of notice, of a potential, or actual, material unauthorized disclosure of educational records, immediately report said occurrence to the University. Contractor will work with the University to remediate the unauthorized disclosure (or anticipated unauthorized disclosure) at the expense of Contractor. The terms of the remediation are the sole and exclusive determination of the University.
45. **SMOKE-FREE CAMPUS:** In an effort to provide a healthy, smoke-free environment for everyone on campus, and in accordance with USM policy, effective, July 1, 2013, UMBC has become smoke-free campus. The campus has provided two designated areas removed from major pedestrian traffic. All existing smoking urns have been removed, and new urns have been placed at each designated smoking area. Permanent smoking shelters will be installed during the fall semester. The two locations will be the Park Road Smoking Area, adjacent to Lots 1 and 3; and the Fine Arts Service Smoking Area, near the Fine Arts Building service area. To ensure that this policy is adhered to, individuals found in violation will be directed to review the smoking policy online at [smokefree.umbc.edu](http://smokefree.umbc.edu). Those violating the policy after that will be subject to a fine. This new policy reflects a national movement to provide healthy, smoke-free environments on college campuses and brings UMBC in line with more than 800 colleges in the United States that are already smoke free.
46. **RESPONSIBILITY FOR TECHNOLOGY EXPORT CONTROL:**
- A. The Seller shall comply with all applicable U.S. export control laws and regulations in the performance of this Purchase Order and the distribution and use of resulting work products. Generally, U.S. export control laws and regulations apply to any shipment, transmission, transfer, or exposure to any foreign person, as defined in 22 CFR 120.16, of commodities (equipment, hardware, or material); technology (technical data, information, or assistance); and software (commercial or custom), regardless of where (inside or outside the United States) or how it may occur.
- B. The Seller shall be responsible for obtaining the appropriate licenses or other approvals for exports of commodities, technology, and software, unless an exemption or exception applies. The Seller shall also be responsible for obtaining the appropriate licenses or other approvals before utilizing a foreign person or entity in the performance of this Purchase Order, including instances where the work is to be performed at the LLNL, where the foreign person or entity will have access to any information, technology, or software subject to export control.

- C. The Seller shall be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions and exceptions.
- D. The Seller shall ensure that the provisions of this clause apply to its subcontractors
- 47. **CONTRACT CONTROLS:** It is mutually agreed that any attached contract, or addenda thereto, by and between the University and the Contractor pertaining to this Contract is supplemental and subordinate to this University of Maryland, Baltimore County Contract. The terms and conditions of this University of Maryland, Baltimore County Contract shall, at all times and in all events and situations, be controlling.
- 48. **CONTRACT AFFIDAVIT:** The Contract Affidavit required by the USM Procurement Policies and Procedures, consisting of Authorized Representative statement, Certification of Corporate Registration and Tax Payment, and Certain Affirmations Valid is attached and is a part of this Contract that must be executed by an authorized representative of the Contractor.
- 49. **ENTIRE AGREEMENT:**
  - A. This Contract constitutes the entire agreement of the parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the parties with respect to the subject matter hereof. This Contract is intended by the parties as the final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement.
  - B. Headings: All headings are for reference purposes only and must not affect the interpretation of this Contract. All references to days in this Agreement mean calendar days, unless otherwise expressly stated. All references to including mean including without limitation.
  - C. Partial Invalidity. Any provision of this Contract which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.
  - D. Notices. Any notice required to be given hereunder shall be deemed to have been given either when served personally, by facsimile, or when sent by first class mail addressed to the parties at the addresses set forth in this Agreement.
  - E. Counterparts. This Contract may be executed simultaneously, in two (2) or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to any other counterpart.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on their behalf by the undersigned as of the date first shown above.

Contractor:

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

University of Maryland Baltimore County

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Signature

Terry Cook  
Senior Associate Vice President  
Administrative Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

**CONTRACT AFFIDAVIT**

*(This affidavit is a mandatory contract addendum in accordance with USM Procurement Policies and Procedures, but it is only required from the successful Contractor.)*

**A. AUTHORIZED REPRESENTATIVE**

**I HEREBY AFFIRM THAT:**

I am the (title) SAMPLE and the duly authorized representative of (business) SAMPLE and that I possess the legal authority to make this Affidavit on behalf of myself and the contractor for which I am acting.

**B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

**I FURTHER AFFIRM THAT:**

(1) The business named above is a (domestic) (foreign) [check one] corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: \_\_\_\_\_

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

(2) Except as validly contested, the Contractor has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due to the State of Maryland prior to final settlement.

**C. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

(1) The undersigned bidder or offeror certifies that, in accordance with State Finance & Procurement Article, §17-705:

(i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and

(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

(2) The undersigned bidder or offeror is unable to make the above certification regarding its investment activities in Iran due to the following activities:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**D. CERTAIN AFFIRMATIONS VALID**

**I FURTHER AFFIRM THAT:**

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain 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: \_\_\_\_\_

Revised January 2013

## APPENDIX D

### OTHER GENERAL INFORMATION FOR PROPOSERS

## Appendix D – Other General Information For Proposers

### 1. General Definitions

- 1.1 Award means the decision by the University to execute the purchase agreement or contract after all necessary approvals have been obtained.
- 1.2 COMAR refers to the *Code of Maryland Regulations*.
- 1.3 Contract means the agreement entered into by the University as a result of this solicitation.
- 1.4 Contractor means the successful Proposer receiving a contract as a result of this solicitation.
- 1.5 MBE means “Minority Business Enterprise” which is any legal entity other than a joint venture, organized to engage in commercial transactions which is at least 51 percent-owned and controlled by one or more minority persons, or a nonprofit entity organized to promote the interests of the physically or mentally disabled as certified by the Maryland Department of Transportation.
- 1.6 Proposer means any person submitting a response to an RFP.
- 1.7 Proposals means the response by a Proposer to a request for proposals issued by a procurement agency to obtain goods or labor. The response may include but is not limited to a Proposer’s price and terms for the proposed contract, a description of technical expertise, work experience, and other information requested in the solicitation.
- 1.8 RFP means Request for Proposal(s).
- 1.9 USM means the University System of Maryland.

### 2. The following general information is provided and must be carefully followed by all Proposers to insure that proposals are properly prepared.

- 2.1 Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed by a duly authorized person.
- 2.2 Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent of the corporation must be accompanied by evidence of his or her authority.
- 2.3 All material submitted in response to this RFP becomes the property of the University and will only be returned to the Proposer at the sole option of the University.
- 2.4 Addenda and Amendment to the RFP  
The University reserves the right to amend this RFP at any time prior to the proposal due date. If it becomes necessary to revise any part of this RFP, notice of the revision will be given in the form of an addendum, which will be posted on the University’s eBid Board.

It is the responsibility of the Proposers to check the University’s website.

The “**Acknowledgement of the Receipt of Addenda**” Form (Appendix A) for all amendments, addenda, and changes issued shall be required from all Proposers receiving the RFP. It is the responsibility of each Proposer to check for announcements, addenda, and other current information regarding this solicitation. Failure to acknowledge receipt of addenda does not relieve the Proposer of the responsibility to perform as required by all RFP documents including addenda or changes thereto. Therefore, Proposer must make sure that all addenda has been received and acknowledged to avoid later conflict.

#### 2.5 Cancellation of The RFP

The University reserves the right to cancel this RFP, in whole or in part, at any time before the opening of the proposals. Should it become evident during the evaluation of the proposals that it is no longer in the best interest of the University to make an award under this solicitation, the University reserves the right to cancel the RFP. The University will not be responsible for any costs incurred due to cancellation of the RFP.

- 2.6 Rejection of Proposals  
The University reserves the right to reject any and all proposals, in whole or in part, if (among other reasons):
- .1 In the determination of the University, if the pricing proposed is unrealistic or exceeds available funding.
  - .2 The Proposer takes exception to the terms and conditions of this RFP;
  - .3 The Proposer fails to comply with the requirements set forth herein for participating in this RFP process;
  - .4 The University determines that the proposal is incomplete in any way; or
  - .5 The Proposer fails to meet any of the requirements/specifications set forth in this solicitation;
  - .6 The University determines that the proposal is not in its best interest.  
The University will not be responsible for any costs incurred due to rejection of the RFP.
- 2.7 Minor Irregularities or Deficiencies in Proposals  
The University may request clarifications from any Proposer under consideration. If the University determines that a Proposer has made a minor irregularity or deficiency, the University reserves the right to waive any minor irregularity or deficiency or to allow a Proposer a reasonable opportunity to cure the minor irregularity or deficiency. Such a clarification will not be considered an amendment to the Proposal.
- 2.8 Alternate Solution Proposals  
Vendors may not submit an alternate to the solution given in this RFP.
- 2.9 Withdrawal of Proposals  
Proposals may be withdrawn only if a request is made in writing before the due date and time. No amendment or withdrawal will be permitted after the due date and time.
- 2.10 Incurred Expenses  
The University will not be responsible for any costs incurred by any Proposer in preparing and submitting a proposal.
- 2.11 Proposal Bond: Intentionally omitted.  
Proposals must be prepared simply and economically, providing a straightforward, concise description of the Proposer's proposal to meet the requirements of the RFP.
- 2.12 Performance Bond: The successful Contractor shall furnish a Performance Bond in the amount of one hundred (100%) of the total estimated first year Contract price. At the effective date of any renewal term, the contractor shall furnish a Performance Bond applicable to the next 12-month period of the term, increased or decreased by the percentage that the estimated first year cost would be adjusted over the preceding year.
- 2.13 Evidence of Responsibility  
Prior to the award of a contract pursuant to this RFP, the Procurement Officer may require a Proposer to submit such additional information bearing upon the Proposer's ability to perform the contract as the Procurement Officer deems appropriate. The Procurement Officer may also consider any information otherwise available concerning the financial, technical, and other qualifications of the Proposer.
- 2.14 Other Certifications  
State procurement regulations require that proposals contain certifications regarding non-collusion, debarment, cost and price. The affidavit form, which must be completed by all respondents and returned with their respective responses, is included in Appendix A.



2.15 Execution of Proposals

All proposals shall be legibly prepared and shall be signed in ink as and where specified.

Proposals are required to be executed as follows, depending on the Proposer's form of business organization:

- .1 **Sole Proprietorship** – signed by proprietor with full name address.
- .2 **Partnership and Joint Venture** - If a proposal is submitted by a partnership (including a joint venture), it must be submitted in the partnership name. The partnership name and the identity of each general partner must be made clear and all affidavits and certificates must be executed on behalf of the partnership or on behalf of each general partner. No provision of any agreement among partners will be binding on the State unless it is disclosed in the proposal. Reasonable evidence satisfactory to the State of the authority of one partner to bind the other purported partner(s) must also be given in the proposal. It is recommended that the proposal contain a copy of the partnership agreement, if one exists. If no partnership agreement exists and if the number of general partners is reasonably small, each general partner must execute all required documents, including proposals. At the State's option all general partners may be required to sign the proposal. Failure to present the State with satisfactory information concerning a purported partnership may be grounds for finding a proposal unacceptable.
- .3 **Corporation** – An officer or authorized agent of the corporation shall sign his/her full name, indicate his/her title and include the name and address of the corporation. In the case of an authorized agent, a letter from an officer of the corporation authorizing said individual to act on behalf of the corporation must be included.

2.16 Arrearage

By submitting a response to this solicitation, a vendor 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 is selected for contract award.

2.17 Indemnification and Responsibility for Claims and Liability

With respect to any contract, which results from this solicitation, Proposer must note the following:

- .1 The Contractor shall indemnify, save harmless and defend, the University of Maryland, Baltimore County, its 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, its employees, agents, or subcontractors, of the work covered by this Contract.
- .2 The State has no obligation to provide legal counsel or defense or pay attorney's fees to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to the contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- .3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- .4 The Contractors shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or related to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

## 2.18 Insurance

- .1 The Contractor shall secure, pay the premiums for, and keep in force until the expirations of this Contract, and any renewal thereof, adequate insurance as provided below, adequate insurance to specifically include liability assumed by the Contractor under this Contract.
  - a. Commercial General Liability Insurance including all extensions:
    - \$2,000,000 each occurrence;
    - \$2,000,000 personal injury;
    - \$2,000,000 products/completed operations;
    - \$2,000,000 general aggregated
  - b. Workmen's Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland.
  - c. Property damage liability insurance with a limit of not less than \$2,000,000 for each accident.
  - d. If automotive equipment is used in the operation, automobile bodily injury liability insurance with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident, and property damage liability insurance, with a limit of not less than \$2,000,000 for each accident.
- .2 All policies for liability protection, bodily injury or property damage must specifically name or its face, the University of Maryland Baltimore County as an additionally named insured as respects to operations under the contract and premises occupied by the Contractor provided, however, with respect to the Contractor's liability for bodily injury or property damage under items above, such insurance shall cover and not exclude Contractor's liability for injury to the property of the University of Maryland Baltimore County and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees or guests of the University of Maryland Baltimore County.
- .3 Each insurance policy shall contain the following endorsements: "It is understood and agreed that the Insurance Company shall notify in writing Procurement Officer thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy." A certificate of each policy of insurance shall be furnished to the Procurement Officer. With the exception of Workmen's Compensation, upon the request of the Procurement Officer a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company, shall be furnished to the Procurement Officer. A certificate of insurance for Workmen's Compensation together with a properly executed endorsement for cancellation notice shall also be furnished. Following the notice of Contract award, the requested Certificates and Policies shall be delivered as directed by the Procurement Officer. Notices of policy changes shall be furnished to the Procurement Officer.
- .4 All required insurance coverage must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the University. The insurers must have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.

- .5 Each insurance policy shall contain the following endorsements: "It is understood and agreed that the Insurance Company shall notify in writing the Assistant Vice President for Administrative Services thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy." A certificate of each policy of insurance shall be furnished to the Procurement Officer. With the exception of Workmen's Compensation, a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company, shall be furnished to the Procurement Officer. A certificate of insurance for Workmen's Compensation together with a properly executed endorsement for cancellation notice shall also be furnished. The above policies and certificate shall be delivered to the Procurement Officer within fifteen (15) days following the date of notice of Contract award. The insurance companies providing the above coverage shall be satisfactory to the University. Notices of policy changes shall be furnished to the Procurement Officer.
- .6 Any contract that results from this solicitation and the rights, duties, and obligations hereunder may not be assigned or subcontracted by Contractor without the prior written consent of the University.

**END OF APPENDIX D**

## APPENDIX E

### Buildings Information

**APPENDIX E**

<b>BUILDING #</b>	<b>BUILDING CODE</b>	<b>BUILDING NAME</b>	<b>YEAR ACQ.</b>	<b>G.S.F.</b>
851	BIOL	BIOLOGICAL SCIENCES	1967	136,790
852	LIB	ALBIN KUHN LIBRARY	1968	280,034
854	LH1	LECTURE HALL 1	1697	7,199
855	SDSC	STUDENT DEVELOPMENT & SUCCESS CENTER	2000	7,462
856	SOND	SONDHEIM HALL	1973	84,887
857	UC	UNIVERSITY CENTER	1982	68,691
858	CHEM	MEYERHOFF CHEMISTRY BUILDING	1971	144,083
859	LH2	LECTURE HALL 2	1971	9,253
860	MP	MATH/PSYCHOLOGY	1969	59,730
861	RAC	RETRIEVER ATHLETIC CENTER	1972	128,587
862	CP	CENTRAL PLANT	1971	47,618
863	GH	GREEN HOUSE	1971	9,182
864	THAC	THEATER/ACADEMIC SERIVES	1968	31,666
865	FA	FINE ARTS	1973	165,963
866	AD	ADMINISTRATION	1973	85,474
868	SF1	SURGE FACILITY #1 (Alumni House Old)	1968	1,778
869	SUS	SUSQUEHANNA HALL	1970	83,501
870	DH	DINING HALL	1971	34,830
871	WARE	WAREHOUSE	1974	32,681
872	CPK	CHESAPEAKE HALL	1971	83,079
873	PAT	PATAPSCO HALL	1973	83,553
876	STD	STADIUM	1976	9,307
877	AC IV	ACADEMIC IV	1980	116,247
878	WH	WEST HILL APARTMENTS	1981	77,053
879	TER	TERRACE APARTMENTS	1982	62,299
880	HSD	HILLSIDE APARTMENTS	1987	73,591
883	TRC	TECHNOLOGY RESEARCH CENTER	1988	72,992
886	ENG	ENGINEERING COMPUTER SCIENCE	1993	122,177
887	TEC2	TECHNOLOGY 2	1992	4,200
888	PMC	POTOMAC HALL	1993	83,305
889	DC	DAY CARE	1993	3,747
890	PP	PHYSICAL PLANT	1997	40,352
891	TECH	TECHNOLOGY CENTER (SOUTH CAMPUS)	1998	170,193
892	PHYS	PHYSICS	1999	77,848
893	ERK	ERICKSON HALL	2000	148,621
894	HBR	HARBOR HALL	2001	169,343
895	COM	UNIVERSITY COMMONS	2002	161,487
896	SAT	SATELLITE PLANT	2001	9,135
897	ITE	ITE BUILDING	2003	143,213
898	PUP	PUBLIC POLICY	2004	65,845
901	AH	ALUMNI HOUSE 5451 WILKENS AVE.	2003	7,451
902	WAS	WALKER AVE. APT. SOUTH	2004	133,856
905	PAHB	PERFORMING ARTS & HUMANITIES BUILDING	2014	176,002
950	LOT-10	ADMINISTRATION PARKING DECK	1989	-
951	LOT-COM	COMMONS GARAGE	2000	144,495
952	LOT-WA	WALKER AVE. GARAGE	2002	124,106
			<b>TOTAL</b>	<b>3,782,906</b>

## LOCATION/COST CENTERS

The work will include the following locations, buildings, and areas adjacent thereto:

### 1. FACILITIES MANAGEMENT LOCATIONS

Administration	ITE	Public Policy
All Dumpster Locations	Greenhouse	Public Safety
Alumni House	ITE	Satellite Plant
Biological Sciences	Lecture Hall I	SDSC Building
Central Plant/Boiler Room	Lecture Hall II	Sherman Hall
Chemistry	Library	Sondheim
Day Care Center	Machine Shop	Technology Enterprise Center II
ECS	Math/Psychology	Technology Research Center
Facilities Management	Old Alumni House	Theatre-Office
Fine Arts	Performing Arts & Humanities Building	Utility Tunnels
Greenhouse	Physics	Warehouse

### 2. RESIDENTIAL LIFE LOCATIONS

Chesapeake Hall	Patapsco Hall
Erickson Hall	Susquehanna Hall
Harbor Hall	Terrance Apartments
Hillside Apartments	West Hill Apartments

### 3. DINING SERVICES LOCATIONS

Admin. Building-Coffee Shop	The Commons-Grill
Residents Dining Hall Cafeteria	The Commons-Skylight Room
The Commons (Main Site Locations)	University Center-Chic-Fil-A

### 4. ATHLETIC DEPARTMENT LOCATIONS

Field house (Gym II)	Retriever Activity Center
Indoor and Outdoor Swimming Pools	Stadium Field house, Concession Area & Addition

### 5. UNIVERSITY COMMONS

### 6. BOOKSTORE (The Commons)

### 7. SOUTH CAMPUS

For a campus area map showing locations of buildings, please visit our website at <http://about.umbc.edu/files/2012/08/UMBC-campus-map-2016.pdf>

A map showing campus dumpster locations will be provided to the awarded firm.

NOTE: The Bid Sheet **MUST** reflect a cost per General Location/Cost Center.

## APPENDIX F

### NOTICE TO BIDDERS/OFFERORS SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve procurement for which award is limited to certified small business vendors. Only businesses that meet the requirements set forth in State Finance and Procurement Article, §§ 14-501, Annotated Code of Maryland, and who are registered with the Department of general Services Small Business Reserve Program are eligible for award.

For the purposes of a Small Business Reserve procurement, a small business is a for-profit business, other than a broker, that meets the following criteria:

- It is independently owned and operated;
- It is not a subsidiary of another business;
- It is not dominant in its field of operation;
- Its **wholesale** operations did not employ more than 50 persons, and its gross sales did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years;\*
- Its **retail** operations did not employ more than 25 persons, and its gross sales did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;\*
- Its **manufacturing** operations did not employ more than 100 persons, and its gross sales did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;\*
- Its **service** operations did not employ more than 100 persons, and its gross sales did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years;\*
- Its **construction** operations did not employ more than 50 persons, and its gross sales did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years.\*

\*If a business has not existed for three years, the employment and gross sales average(s) is the average for each year or part of a year during which the business has been in existence.

Further information on the certification process is available at [www.dgs.state.md.us](http://www.dgs.state.md.us) and click on the Small Business Reserve hyperlink.

END OF APPENDIX F

END OF RFP DOCUMENT