



AN HONORS UNIVERSITY IN MARYLAND

REQUEST FOR PROPOSAL FOR  
ON CALL UNDERGROUND MECHANICAL UTILITIES MAINTENANCE  
FOR  
OFFICE OF FACILITIES MANAGEMENT  
UNIVERSITY OF MARYLAND, BALTIMORE COUNTY  
RFP NO: BC-21098-K

ISSUED: 11/16/18 (REVISED 11/26/18)

PROCUREMENT/ISSUING  
OFFICE

UMBC Department of Procurement & Strategic Sourcing  
University of Maryland, Baltimore County  
Administration Building, 7<sup>th</sup> Floor  
1000 Hilltop Circle  
Baltimore, MD 21250

PROJECT MANAGEMENT

UMBC Office of Facilities and Operations  
University of Maryland, Baltimore County  
Facilities Management Building  
1000 Hilltop Circle  
Baltimore, MD 21250

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.

**ON CALL UNDERGROUND MECHANICAL UTILITIES MAINTENANCE  
BY THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY**

**TABLE OF CONTENTS  
RFP #BC-21098-K**

<b>SECTION #</b>	<b><u>DESCRIPTION</u></b>
<b>00100</b>	<b>SCOPE OF WORK (ARTICLES 1 THROUGH 4)</b>
<b>00200</b>	<b>INSTRUCTIONS TO PROPOSERS</b>
<b>00300</b>	<b>PROPOSALS, EVALUATION AND FORMS</b>
<b>ATTACHMENT A:</b>	<b>The following forms are to be submitted by each Proposer as indicated in the RFP documents herein:</b> <ul style="list-style-type: none"><li>- <b>Key Personnel Form</b></li><li>- <b>Firm Experience Form</b></li><li>- <b>Company Profile Form</b></li><li>- <b>Bid/Proposal Affidavit</b></li><li>- <b>Acknowledgement of Receipt of Addenda Form (if applicable)</b></li></ul>
<b>ATTACHMENT B:</b>	<b>The following form is to be submitted upon request by UMBC only to the firm(s) that are short-listed after the Second Phase of the Technical Evaluation (Interview Session):</b> <ul style="list-style-type: none"><li>- <b>Price Proposal Form</b></li></ul>
<b>ATTACHMENT C:</b>	<b>The following forms are to be submitted signed by the successful firm(s):</b> <ul style="list-style-type: none"><li>- <b>UMBC Maintenance Contract and Contract Affidavit Form.</b></li></ul>
<b>ATTACHMENT D:</b>	<b>The following forms will be used with the awarded firm(s)</b> <ul style="list-style-type: none"><li>- <b>UMBC Scope of Work Template</b></li><li>- <b>Notice to Proceed Form</b></li><li>- <b>Change Order Notice to Proceed Form</b></li><li>- <b>On Call Contractor Project Price Proposal Form</b></li></ul>

## SOLICITATION SCHEDULE

Issue Date	Friday, 11/16/18
Pre-Proposal Conference & Site Visit Date	Tuesday, 11/27/18. at 1:00 p.m.
Pre-Proposal Conference Location	Room 729 Administration Building University of Maryland, Baltimore County (UMBC) 1000 Hilltop Circle Baltimore, MD 21250
Deadline for questions for Initial Technical Proposal	Friday, 12/07/18, on or before 4:00 pm.
Initial Technical Proposal Due Date	<b>Tuesday, 12/18/18, on or before 4:00 pm</b>
Submit Initial Technical Proposal to UMBC Box:	<a href="mailto:RFP_Sub.c50eyve5ebpw64sq@u.box.com">RFP_Sub.c50eyve5ebpw64sq@u.box.com</a>
Interview Sessions for Shortlisted Firms	Wednesday, 1/30/19, and Thursday, 1/31/19 (Only firms short-listed after the Initial Technical Phase)
Price Proposal Due Date	(Anticipated) Wednesday, 2/13/19, on or before 4:00 pm (Only firms short-listed after the Second Technical Phase)
Submit Price Proposal to UMBC Box:	<a href="mailto:RFP_Sub.c50eyve5ebpw64sq@u.box.com">RFP_Sub.c50eyve5ebpw64sq@u.box.com</a>

END OF SOLICITATION SCHEDULE

## **I. SCOPE OF WORK (ARTICLES 1 THROUGH 4)**

**SECTION 00100 – SCOPE OF WORK**  
**ARTICLE 1**  
**GENERAL PROVISIONS**

1. **OVERVIEW:** The objective of this Request for Proposal (RFP) is for the University of Maryland, Baltimore County (“University” or “UMBC”) to establish contracts with Underground Mechanical Utilities Maintenance Contractors to provide all labor, material, and supervision for maintenance work as specified by authorized personnel of the University.
2. **CONTRACT TERM:** A two (2) year initial contract term with six (6) one-year renewals at UMBC’s sole discretion (for a total potential contract term of 8 years)

For a Multi-Year Contract or any contract where pricing adjustments may be contemplated during the contract term or subsequent renewal options, it will be the responsibility of the Contractor to request a price increase, if any, at least ninety (90) days prior to the end of the then current contract term. Any price increase not received by that time, will *not* be considered and pricing in the renewal term will remain as stated during the just completed contract term. A price increase, if any, will be considered for the quoted hourly rates only, and shall not exceed the consumer price index for “All Urban Consumers” for as published by the U.S. Department of Labor Statistics. For purposes of calculating the potential increase, the Consumer Price Index for the twelve-month period ending on October 31<sup>st</sup> will be used. For example, if the contract term ends February 29, 2020, the price index for twelve-month period ending October 31, 2019 will be used. Statistics will be referenced as a *cap* for negotiating purposes only. Contractor is not to assume that any price increase will be applied to yearly renewals, as this is at the sole discretion of the University.

3. **AWARD:** The University may make a single or multiple awards, whichever is in the University’s best interest as it determines in its sole discretion. The University anticipates having a contract in place with the successful contractor by March 1, 2019.
4. **ESTIMATED VOLUME:** Estimated dollar volume for this maintenance contracting work is \$75,000 annually. All proposers are advised that such dollar volumes are **estimates only** and all proposers further understand and agree in providing such estimates, the University makes **no guarantee** that any or all of the estimated work will be assigned to the selected On-Call Underground Mechanical Utilities Maintenance Contractor(s).
5. **TASK ORDER PROCESS:**  
The on-call contracts are to be primarily utilized by UMBC’s Office of Facilities Management (OFM) as maintenance task orders. The project size under this contract is anticipated to range from under \$5,000 to \$10,000.

5.1 Task Orders under \$25,000:

**Task Order Rotation:** The University may elect to rotate among the awarded On-Call Underground Mechanical Utilities Maintenance Contractors on task orders that are reasonably anticipated to be under \$25,000. UMBC’s Procurement & Strategic Sourcing (P&SS) will maintain the log for task orders that are assigned on a rotation basis.

- A. OFM will (i) prepare a written scope of work inclusive of timeframe/schedule, applicable specifications, and drawings and (ii) conduct a site visit.

- B. The rotational contractor will provide a price proposal to the OFM Project Manager within a reasonable timeframe.

5.2 Task orders over \$25,000:

- A. These task orders shall be awarded through a competitive process led by UMBC Procurement amongst the On-Call Underground Mechanical Utilities Maintenance Contractors. In these instances, OFM) will (i) prepare a written scope for the contractors (which may include specifications and/or drawings, as applicable) of work on each task order \$25,000 and greater inclusive of time frame/schedule; and (ii) conduct a site visit with all available On-Call Underground Mechanical Utilities Maintenance Contractors.
- B. Each on-call contractor will provide Procurement & Strategic Sourcing (P&SS) with an On-Call Underground Mechanical Utilities Task Order Price Proposal form (Attachment D) inclusive of the following:
- Total costs for self-performed work with a breakdown of the total equipment cost, material cost, and total labor cost;
  - Subcontractor quotes with quoted mark-up percentage;
  - The time frame provided in paragraph A above, and,
  - The name of the Field Superintendent to be assigned. (As required by the contract, the Superintendent shall be one (1) of the two (2) individuals submitted in the Contractor's Technical Proposal)
- C. OFM will select the Contractor from among the On-Call Underground Mechanical Utilities Maintenance Contractors whose price and time frame best serves the University's interest and meets all University requirements. After selection, a Notice to Proceed will be sent by the University (OFM Project Manager or Procurement Officer, as applicable) to the awarded Contractor for signature; this form will confirm the scope of work, commencement and completion dates, time frame, and price.

At the University's discretion in unusual circumstances, task orders above \$25,000 may be awarded on rotation or direct selection when it is in the best interest of the University.

6. All communications on task orders are to be directed to the designated Project Manager of OFM only. No instructions, directions, and information are to be given to the Contractor by any other University personnel. All change order work shall not proceed until a purchase change order has been issued by the University confirming this additional work and the applicable additional cost.

7. If during the term of this contract, the On-Call Underground Mechanical Utilities Maintenance Contractor is awarded other task orders on campus outside of this contract, it is expected that the Contractor will assign separate work crews and supervisory teams to all concurrent task orders to ensure that no job schedule is affected by inadequate manpower levels.
8. The University reserves the right to terminate the contract if the Contractor fails to respond to multiple rotational task orders or to submit Price Proposals on task orders over \$25,000.
9. Any proposed staff changes by the selected On-Call Underground Mechanical Utilities Maintenance Contractor in the roles of Project Manager and Field Superintendent must be reviewed and approved by UMBC's Office of Procurement and Strategic Sourcing via the issuance of a contract amendment prior to any reassignments being made.

**END OF SECTION 00100/ARTICLE 1**

**SECTION 00100 - SCOPE OF WORK**  
**ARTICLE 2**  
**SPECIFICATIONS**

1. **SCOPE**

- A. The Contractor is to furnish all labor and material necessary to comply with scope of work and/or drawings and specifications furnished by authorized personnel of the University for work on UMBC Campus and University-owned property.
- B. The contractor is to coordinate all trade work with his forces and any contractors separately assigned by the University.
- C. The Contractor shall complete his work in the time required by the University and in accordance with the requirements stated within the Notice to Proceed.
- D. The majority of this maintenance contracting work will include, but is not limited to, water supply and drainage pipe installation; storm drain and sanitary inlet installations and maintenance; fire hydrant, potable and non-potable installation, replacement and maintenance; water lines, chilled water and hot water 180 degree water lines and back flow devices.
- E. Emergency services will be coordinated with the University's representative and the Contractor shall be available on a twenty-four (24) hour, seven (7) days per week basis. The Contractor shall respond within two (2) hours after receiving notification for emergency service, by providing a qualified service mechanic at the job site to assess the emergency. The Contractor must provide one telephone number where a designated representative can be contacted in case of emergency, with a second telephone number as backup.  
  
Note: Emergency services will be requested on a rotation basis to ensure adequate distribution of work to all selected contractors.
- F. All work performed under this contract shall be in accordance with UMBC's Standard Maintenance General Conditions dated 1/4/10 and is located on UMBC's Procurement and Strategic Sourcing Bid Board at <https://procurement.umbc.edu/bid-board/>.

2. **UNDERGROUND MECHANICAL UTILITIES MAINTENANCE, REPAIR AND REPLACEMENT WORK**

The general underground utility repair, maintenance, replacement and installation work to be included under the On Call Underground Mechanical Utilities Maintenance Contractor is as described, but not limited to, the following:

Maintenance and Repair Responsibilities:

- A. Locate, identify, mark existing underground utility systems including; electric, voice, data, water supply, natural gas, storm water, duct-banks & sanitary.
- B. Various types of excavation.



- C. Comply with MOSHA/OSHA and all other applicable codes for below grade shoring and other safety requirements.
- D. Repair/replace underground water supply valves.
- E. Repair/replace underground water supply piping.
- F. Repair/replace underground storm water management systems.
- G. Repair/replace underground natural gas systems.
- H. Repair/replace underground sanitary systems.
- I. Repair/replace/maintain storm water management ponds, spillways, culverts, outfalls, etc.
- J. Repair/replace hardscape surfaces unearthed as part of the underground repair.
- K. Repair/replace softscape surfaces damaged as part of the underground repair.
- L. Maintain proper back-fill materials & compaction rates as conditions required.
- M. Replace/repair/install duct-banks, conduits, raceways, wire-ways, etc.
- N. Replace/repair/install man-holes, drains, catch basins, etc.

3. **PROTECTION OF ADJACENT FACILITIES AND PROPERTY**

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

4. **LIFTING DEVICES FOR EQUIPMENT**

Supply all cranes, lifts, hoists, etc., for the proper and efficient movement of all materials. All shall be provided with proper guides, bracing, safety devices, etc., as required by law and good practice.

5. **PROTECTION OF WORK, STORAGE AND TRANSPORTATION OF MATERIALS**

- A. Transportation: All materials and equipment shall be so crated, packaged, blocked and otherwise protected during transportation and handling to prevent damage of any kind. This shall include the provision of any necessary lifting devices or machines and the skilled personnel to operate such machines.
- B. Protecting Work in Place: Provide all necessary protection of completed work to prevent any and all damage. Walk off mats shall also be required at the entrances and exits of all work sites.
- C. Prior to using any University elevator for transporting materials, the Contractor shall verify applicable load weights and insure proper loading of the elevator with the OFM Project Manager.

6. **TEMPORARY WATER AND ELECTRICAL SERVICE**

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

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

7. **CLEARING AND CLEANING UP**

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

8. **EMPLOYEE IDENTIFICATION**

- A. Due to the nature of routine on-call work and required security, the Contractors shall obtain identification for all of his employees, equipment and Subcontractors that will be utilized at UMBC. **EMPLOYEE IDENTIFICATION OF WORKMEN ASSIGNED TO THE UNIVERSITY PROJECTS SHALL BE VISIBLE AT ALL TIMES in accordance with UMBC Standard Maintenance General Conditions.** Refer to Section 00700 for further campus specific information regarding identification).
- B. All vehicles and mobile equipment shall be identified with the Contractors Name displayed in a highly visible manner.

9. **PARKING REQUIREMENTS**

- A. The University has implemented a visual license recognition program. Contractor will need to complete the Contractor/Vendor Permit Application form with UMBC Parking Services (Attachment D). University Parking regulations are enforced year round, between the following hours:
  - 1. Monday through Thursday: 7:00 AM to 9:00 PM.
  - 2. Friday: 7:00 AM to 3:30 PM.
- B. Failure to obtain proper license plate visual recognition authorization or parking in unauthorized locations may result in issuance of a citation. A parking violation issued against a vehicle without a permit will be charged to the registered owner of the vehicle.
- C. Confine parked vehicles to designated parking spaces unless otherwise approved in writing.
- D. When practical for the University, each Contractor and each primary subcontractor will be issued authorization for one (1) Service Area parking space. Other parking shall be confined to a designated campus parking lot.

- E. UMBC Project Manager will advise Parking Services of contractor parking needs. Contractors will not be able to get parking unless Parking Services has been notified about the project in advance by UMBC Project Manager.
1. For each vehicle requiring parking authorization, complete Contractor/Vendor Parking Permit application and submit to Parking Services in Facilities Management Building. UMBC Project Manager will provide appropriate application form for use.

10. **TOOLS AND MOVEABLE EQUIPMENT**

The Contractor shall furnish all necessary protective equipment, concrete mixing boxes, water barrels, wheelbarrows, hoes, shovels, tools, mortar boards, ladders, wheelbarrows, hoes, shovels, tools, shop equipment and fabricating items customary to the trade, etc., and all other moveable equipment necessary to completing the work performed under this contract. The furnishing of tools shall include all maintenance, loss and breakage. Any equipment rental must be approved by OFM prior to its use.

11. **UNIVERSITY'S RIGHT TO FURNISH MATERIAL AND EQUIPMENT**

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

12. **SUBCONTRACTS**

The Contractor shall be reimbursed for subcontractor work per the quoted mark up.

Before any such Subcontracts are awarded, the University reserves the right to review/ approve the submitted subcontractors.

13. **TRUCKING**

Contractor's Name, License Numbers, Telephone Number and Address shall be displayed on trucks in three inch (3") high letters. The Contractor shall apply for a University permit through UMBC Parking Services. Parking at the University is at a premium. The On-Call Underground Mechanical Utilities Maintenance Contractor(s) will be required to coordinate with OFM on the loading and unloading of materials.

14. **REMOVAL OF DEBRIS & CLEANING**

Waste and debris shall not be allowed to accumulate in the building or work area. All debris shall be removed by the Contractor as the work progresses in occupied spaces. The Contractor shall remove debris on a daily basis. Salvageable material shall be piled separately for reuse or salvage by the University.

The Contractor shall be responsible to remove debris and clean work areas as the work progresses. Woodwork, painted or decorated surfaces, finished floors, etc., shall be sponged or washed as necessary to remove plastering materials and prevent damage to finished surfaces. On completion of the work, areas shall be left clean, free from abrasive or set materials liable to cause damage. The Contractor shall patch and refinish to match existing all areas damaged to accommodate the work.

Contractors shall be responsible for the removal of excess material and debris associated with their division of work.

15. **SUPERVISION OF THE WORK**

Materials, workmanship and finishes for new work in permanent buildings shall be similar and equal, as determined by the OFM's Project Manager, to those in the existing building.

The Project Manager for OFM shall have general supervision and direction of the work which shall include, but not be limited to, the following:

- A. Determination of a work schedule for coordination of crafts.
- B. Project starting and completion dates.
- C. Inspect all work for compliance with University Standards & Project scope.
- D. Issuance of the Notice To Proceed which shall authorize the Contractor to proceed with the work as defined. The Contractor shall be advised in writing to close out a project at which time he shall stop all work and submit a request for final project payment.

16. **CODES AND STANDARDS**

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

17. **REQUEST FOR TEMPORARY USE OF KEYS BY CONTRACTORS**

No keys shall be issued to Contractor without the proper authorization. The following process will be used to issue keys:

- A. Authorization form shall be issued by Project Manager, Inspector or other person listed on the approved authorization list.
- B. Key shall be charged out by Work Control Center to the person presenting the authorization form.
- C. Key (s) shall be returned each day before end of business except when specifically authorized for night time or weekend work.
- D. The Work Control Center closes at 4:00 p.m. However, the Central Plant Boiler Room is open twenty-four hours, seven days per week and keys can be returned there. Keys are not be taken home.

- E. Keys shall be requested and issued only as required, i.e. master keys shall not be issued when individual keys will suffice.
- F. University keys, in the possession of Contractors and/or Service Personnel, will not be loaned to others, tampered with or duplicated.

**END OF SECTION 00100/SECTION 2**

**SECTION 00100 - SCOPE OF WORK**  
**ARTICLE 3**  
**SPECIAL CONDITIONS**

1. The contract period is anticipated to begin on or about March 1, 2019 through February 28, 2021 with six (6) one-year renewals at UMBC's sole discretion (for a total potential contract term of 8 years).
2. The University reserves the right to assign University personnel employed through various trades to projects under this contract to perform a portion of the work under a particular project.
3. The Contractor must be able to deliver all said labor and standard items of material and equipment within time frame confirmed in the Notice to Proceed for each project. Purchase of equipment and material not usually carried in stock by local distributors shall be accomplished competitively within the shortest time possible while maintaining the job schedule.
4. The Contractor shall maintain a local office with telephone available for receiving and making calls throughout the working day and shall have available locally sufficient storage space for materials and equipment if his office and principal place of business is not located within 50 miles of the University.
5. The Contractor shall provide one person designated as the Project Manager and have one (1) 100% on-site Field Superintendent. The Project Manager shall be the Contractor's agent for reviewing the project in the field when required with the University's representatives and shall be the channel for all inquiries concerning work in progress or work to be started under this Contract. The Field Superintendent shall manage the job on-site and supervise all on-site personnel. All supervisory personnel for the On-Call Contractor must be direct employees of said Contractor.
6. The Project Manager should be readily available to review all phases of the project when requested by the University. The Project Manager should have a cell phone/beeper to facilitate accessibility to the University.
7. The timeframe of work hours for the Contractor shall be 7:30 a.m., through 4:00 p.m., Monday through Friday. The work shall be carried forward during normal work hours unless the Contractor elects on his own volition to extend operations beyond regular hours and such extensions are approved by the University. If overtime is needed, the associated costs are the responsibility of the On Call Underground Mechanical Utilities Maintenance Contractor.
8. The Contractor shall perform the work under this Contract on the job site in the presence of University employees, other University Contractors and/or Subcontractors, whether union or non-union and shall complete the work assigned in the time required. If off-site work such as shop fabrication, the University reserves the right to inspect such off-site work at any time

**END OF SECTION 00100/ARTICLE 3**

**SECTION 00100 – SCOPE OF WORK**  
**ARTICLE 4**  
**RATES AND MARK UPS**

1. **CONTRACTOR'S LABOR RATES:** It is understood and agreed by the Proposer that all quoted hourly billing rates include the following for staff:
  - A. Salary cost inclusive of all associated overhead and profit.
  - B. Premiums for Workmen's Compensation and Unemployment Insurance, Contractor's share of Social Security Payment, and other such expenses based on payrolls of labor performed in connection with the work under the Contract.
  - C. Premiums for insurance for this Contract as required by the Specification or by the law to carry including Contractor's Liability, Property Damage, Vehicle Insurance on tools and equipment a stipulated in the Specifications.
  - D. Fringe benefits for health and welfare, Workman's Compensation insurance, vacations, holidays and pensions shall be furnished by the Contractor.
  - E. Tools and construction equipment of all types including maintenance, loss and breakage as required to complete the work.
  - F. Incentive pay, if any.
  - G. Travel costs for Contractor's business operation or employee's residence to job site of University of Maryland, Baltimore County.
  - H. Welfare funds such as vacation allowance or other fringe benefits which are included in the local prevailing wage rates by written agreement between Contractors and Labor Unions.
  - I. Equipment and material owned by the contractor.
2. **"JOB COSTS" WHICH THE CONTRACTOR WILL BE REIMBURSED:** All payments made for subcontractors cost plus quoted percentage mark-up by the On Call Mechanical Underground Maintenance Contractor.
3. **RECORDS OF PROJECT COSTS TO BE PROVIDED BY THE CONTRACTOR**
  - A. Records: The Contractor shall retain records in accordance with Section 00700.
  - B. Billing Format:
    1. Contractor is to provide Invoices for all billings, with a spreadsheet that documents hours worked, by whom, by date and time and any material costs.

2. With each Invoice, the Contractor is to attach the any backup information, including a copy of any subcontractor invoices, if applicable.

**END OF SECTION 00100/ARTICLE 4**

**END OF SECTION 00100**



## **II. INSTRUCTIONS TO PROPOSERS**

**SECTION 00200**  
**II. INSTRUCTIONS TO PROPOSERS**

**A. ISSUING OFFICE:**

1. The Issuing Office is:

University of Maryland, Baltimore County  
Department of Procurement & Strategic Sourcing  
Administration Building # 732  
1000 Hilltop Circle  
Baltimore, Maryland 21250

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 following individual:

John Kenny  
[jkenny@umbc.edu](mailto:jkenny@umbc.edu)

**B. PRE-PROPOSAL CONFERENCE:**

1. A Pre-Proposal Conference will be held at the date, time, and location indicated on the Solicitation Schedule.
2. Attendance is not mandatory, but is strongly recommended as clarifications may be provided.

**C. DUE DATE AND TIME:**

1. The Technical Proposal shall be submitted via email to the Box address provided in the Solicitation schedule with the email time log no later than the date and time indicated in the Solicitation Schedule. File names for the documents are to include the RFP number and the Proposer's name. Submit two (2) sets of the technical proposal as follows:
  - One set in Microsoft Word format (for documents created in word processing format).
  - One set in PDF format.

Proposers shall allow sufficient time in submitting responses to the RFP to insure timely receipt by the Issuing Office via the Box site. Proposers should receive an automatically generated verification from Box when the file has successfully uploaded. Proposers that do not receive verification should immediately contact the Issuing Office to confirm that their response has been received. Proposals or unsolicited amendments to proposals arriving after the due date and time will not be considered.

2. Price Proposals will only be requested from those proposers who are shortlisted following the second phase technical evaluation per the RFP (see Section 00400 for further details). The due date for Price Proposals will be set upon completion of the technical evaluation, however, the University anticipates the price proposal due date to be as provided in the Solicitation Schedule.

**D. LATE PROPOSALS:**

Any proposals, requests for modification, or requests for withdrawal that is not received at the designated location, time, and date set forth in the Solicitation Schedule will be deemed late and will not be considered. Delivery of the proposal to the specified location at the prescribed time and date is the sole responsibility of the proposer.

**E. 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.

**F. QUESTIONS AND INQUIRIES:**

1. Questions and inquiries shall be submitted via email to the Issuing Office no later than the date and time indicated in the Solicitation Schedule.
2. Items affecting the scope of work or conditions of the contract shall be subject to the conditions of Addenda per Section M below.

**G. 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.

**H. 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.

**I. PROPOSAL SECURITY:**

With submission of the Price Proposal in accordance with this RFP, all proposers are required to comply with the following proposal security:

1. Due to the “On-Call” nature of this procurement, a 5% bid bond is not required with the proposer’s price proposal.
2. Performance and Payment Bonds will be required on any task order that will exceed \$100,000.

**J. 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.

**K. 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.

**L. LICENSES AND QUALIFICATIONS:**

1. Proposers must be licensed as required by the Construction Firm Law of Maryland (Title 17, Subtitle 6, of the Business Regulation Article of the Annotated Code of Maryland) and shall submit proof of current licensing with their 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

**M. CLARIFICATIONS AND ADDENDA:**

1. Should a Proposer find discrepancies in the RFP documents, or should they be in doubt as to the meaning or intent of any part thereof, the Proposer must, prior to the question deadline listed in the Solicitation Schedule, request clarification in writing from the Issuing Office, who will issue a written Addendum to the Contract. Failure to request such clarification is a waiver to any claim by the Proposer for expense made necessary by reason of later interpretation of the RFP documents by the University. Requests shall include the RFP number and name.
2. Oral explanations or instructions will not be binding; only written Addenda will be binding. Any Addenda resulting from these requests will be posted on the University's bid board. The Proposer shall acknowledge the receipt of all addenda in the Acknowledgement of Receipt of Addenda Form.
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 Attachment A) are to be completed and signed with Technical Proposal. In addition, space is provided on the Price Proposal form to indicate these.

**N CANCELLATION OF THE RFP:**

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

**O. 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.

**P. INTERVIEW SESSIONS:**

1. Proposers who submit proposals and are shortlisted as a result of the initial technical evaluation will be required to participate in interview sessions with University representatives (see Section 00300, Article 3 for details).
2. The University also reserves the right to visit Proposer's place of business during the evaluation process.

**Q. 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.

**R. CONFIDENTIAL/PROPRIETARY INFORMATION:**

1. Proposers should give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by the State under the Public Information Act, General Provisions Article, Title 4 of the Annotated Code of Maryland.
2. 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).

**S. MINORITY BUSINESS ENTERPRISE NOTICE:**

MBE participation is strongly encouraged on all task orders. However, MBE goals will be assigned on task orders exceeding \$100,000.

The University reserves the right to require a specified percentage of MBE participation on any individual task order.

**T. 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.

**U. 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.

**V. BID/PROPOSAL AFFIDAVIT:**

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

**W. MULTIPLE/ALTERNATIVE PROPOSALS:**

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

**X. 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 Attachment A and is to be submitted accordingly with the Technical Proposal. Space is provided on the Price Proposal form to also indicate these.

**Y. INCURRED EXPENSES:**

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

**Z. 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.

**AA. MARYLAND PUBLIC ETHICS LAW**

1. The Maryland Public Ethics Law prohibits, among other things: State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from (i) submitting a bid or proposal, (ii) negotiating a contract, and (iii) entering into a contract with the governmental unit with which the individual is affiliated per the Maryland Code, General Provisions Article, Title 5, Subtitle 5.

2. If the proposer has any questions concerning application of the State Ethics Law to the proposer's participation in this procurement, it is incumbent upon the proposer to seek advice from the State Ethics Commission: Executive Director, State Ethics Commission, 45 Calvert Street, 3rd Floor, Annapolis, Maryland 21401, 410-260-7770, 877-669-6085.
3. The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the proposer to obtain advice from the State Ethics Commission and may reject a bid or proposal that would result in a violation of the Ethics Law.
4. 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.

**BB. 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.

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

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



2. By submitting a response to this solicitation, the Proposer agrees to accept payments by EFT. The selected Proposer shall register using form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.
3. The form is available as a pdf file on the web site of the General Accounting Division of the Comptroller of Maryland. That web address is:  
[http://comptroller.marylandtaxes.gov/Vendor\\_Services/Accounting\\_Information/Static\\_Files/GADX10Form20150615.pdf](http://comptroller.marylandtaxes.gov/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf).

**DD. PIGGYBACK CLAUSE**

UMBC is a member of the University System of Maryland (“USM”) and as such, UMBC reserves the right to extend the terms, conditions, and prices of this contract to other institutions of the USM if any of those institutions express an interest in participating in any contract that results from this solicitation. Furthermore, on occasion, other State educational institutions (e.g., St. Mary’s College, Morgan State University, Baltimore City Community College) may desire to take advantage of this contract. Each of the piggyback institutions will issue their own purchasing documents. UMBC assumes no obligation on behalf of the piggyback institutions. Proposers must set forth their willingness and ability to extend this contract and the terms, conditions and prices stated herein to these other institutions.

**END OF SECTION 00200**

**SECTION 00300**  
**PROPOSALS, EVALUATION AND FORMS**

**SECTION 00300 - PROPOSALS, EVALUATION, AND FORMS**  
**ARTICLE 1**  
**INTRODUCTION/OVERVIEW**

**A. INTRODUCTORY SUMMARY OF PROPOSAL SUBMITTALS:** Responses to RFP # BC-21098-K are to consist of the following:

1. **Technical Proposal Submittal** (see Article 2 of this Section 00300 for detailed information): All proposers will be *required to first submit **only a Technical Proposal without a Price Proposal***. The technical proposal shall be submitted via email to the Box address provided in the Solicitation Schedule. File names for the documents are to include the RFP number and the Proposer's name. Submit two (2) sets of the Technical Proposal as follows:
  - One set in Microsoft Word format (for documents created in word processing format).
  - One set in PDF Format.
  
2. **Interview Sessions** (see Article 3 of this Section 00300 for detailed information): Only those Proposers who are shortlisted as a result of the initial technical evaluation will be requested to attend an Interview Session at the University. The date and time for these sessions will be set upon completion of the initial technical evaluation; however, it is *anticipated* that the Interview Sessions will be conducted **on the dates provided in the Solicitation Schedule**, therefore, *proposers are advised to set all day on these dates aside on the Key Personnel calendars accordingly so as to avoid any conflicts*.

Each proposer will be required to have the following key personnel attend: Project Manager, and Field Superintendent/Foreman. Following the Interview Sessions, the University will conduct a Second Phase Technical Evaluation per the RFP.

3. **Price Proposal Submittal** (see Article 3 of this Section 00300 for detailed information): Only those Proposers who remain shortlisted after the Second Phase Technical evaluation will be requested to submit a Price Proposal. The Price Proposal shall be submitted via email to the Box address provided in the Solicitation Schedule.

**B. TRANSMITTAL LETTER:**

A transmittal letter prepared on the Proposer's business stationery must accompany the Technical Proposal Submittal. The purpose of this letter is to transmit the Proposal; therefore, they should be brief, but shall list all items contained within the Technical Proposal. The letter must contain the firm's name, mailing address, email address, and telephone number, and be signed by an individual who is authorized to bind the firm to all statements, including services and financials, contained in the Proposal.

**C. SIGNING OF FORMS:**

The Price Proposal, if submitted by an individual, shall be signed by the individual; if submitted by a corporation, shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary.

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

**END OF SECTION 00300, ARTICLE 1**

**SECTION 00300 - PROPOSALS, EVALUATION, AND FORMS**  
**ARTICLE 2**  
**TECHNICAL PROPOSAL SUBMITTAL**

**A. TECHNICAL PROPOSAL SUBMITTAL:**

The following items must be included in the Technical Proposal Submittal:

1. Detailed responses to Section 00300, Article 2, Item B, Technical Proposal Criteria, Items 1 through 3 (noted in "C" below);
2. Contractor's license (photocopy);
3. Bid/Proposal Affidavit); and,
4. Acknowledgement of Receipt of Addenda (If addenda are issued prior to the Technical Proposal due date, this form acknowledging receipt of all addenda **MUST** be included with your Technical Proposal.)

Forms for each of the items required in the Technical Proposal are furnished with this RFP on the UMBC Box site.

**B. TECHNICAL PROPOSAL CRITERIA:**

Per Item A above, the following information must be furnished in the Technical Proposal portion of the RFP. Failure to include any of the items listed below may disqualify your firm's response. Technical criteria are listed in order of importance. Proposers should describe in detail and provide evidence supporting the qualifications requested below. All proposers are to compile their Technical Proposals in the order listed.

1. **KEY PERSONNEL:**

- 1.1 **Key Supervisory Personnel of the On-Call Underground Mechanical Utilities Maintenance Contractor:** Within this category, the named positions are defined as indicated below. Please note that per the UMBC Standard Maintenance General Conditions (<https://procurement.umbc.edu/bid-board/> or on Box at <https://umbc.box.com/v/OnCallUndergroundMechanicalRFP>) all supervisory personnel of the On-Call Underground Mechanical Maintenance Contractor must be direct employees of that Contractor.

Project Manager: Person from Maintenance Contractor who will be involved on a continual basis from commencement of the contract until construction completion. This person will be responsible for the overall management of the Contractor's team assigned to a particular project and the completion of the project.

Field Superintendent/Foreman: Person from the Maintenance Contractor who will be on-site 100% once construction commences on a project and will be responsible for the direct supervision of the trade contractors, daily coordination of the work on site to maintain the schedule, on-site management such as material deliveries, outages, etc.

**Complete the Key Personnel Form\* on the Project Manager and Field Superintendent/ Foreman** (100% site supervisor) to be assigned **exclusively** to this contract, if awarded. The Key Personnel Form\* on each inclusive of the following:

- **Educational background;**
- **Work experience with the proposing firm** inclusive of duration (by dates) of employment and positions held;
- **Work experience with prior employers**, inclusive of durations (by dates) of employment and positions held;
- **Specific project experience which is similar to the work to be done under this contract** (preferably some of the projects listed in #2.1 a. below) and the role this person played in each selected project with higher consideration to be given if the role is the same as to be assigned on the UMBC contract. **A minimum of two (2) projects are to be listed for each person.** A brief description of the project should be given (if not provided elsewhere in the technical proposal) inclusive of type of underground mechanical repair and replacement work performed per Section 100 (Article 2, Specifications, Item 2), dollar volume of project, and job schedule.

\*Note: The Key Personnel Form was developed for use on this procurement to insure that all requested information is provided. Proposers are **required to utilize this form.**

Evaluation of each person's background and experience will be based on similarity to UMBC's contract. Higher consideration will be given if the Project Manager and Field Superintendent/Foreman have experience in occupied or higher education settings.

- 1.2 **Key Personnel References:** In the space provided on the Key Personnel Form, provide **two (2) project references** on **each** of the three (3) proposed key people inclusive of contact person, phone number and name of applicable project.

The University reserves the right to check other sources available, including itself, if not provided as a reference by the Contractor. Such references will be held in strictest confidence by the University.

Please ensure that the information is accurate and that the **reference named** can speak to the individual's **performance in the role to be assigned on this contract**.

- 1.3. **Note - Personnel Commitment:** By submitting the names for consideration under this Key Personnel Section, the Proposer is committing these people (Project Manager and Field Superintendents/Foreman) to UMBC for this contract's duration if awarded the project. No personnel changes will be permitted without written authorization from the University via a contract amendment issued by UMBC's Procurement and Strategic Sourcing Office.

2. **FIRM EXPERIENCE:**

- 2.1 **MAINTENANCE CONTRACTOR'S EXPERIENCE:** Each Proposer is to **complete the Firm Experience Form\*\* on each project. A total of three (3) similar or relevant projects are to be submitted.** This form is found in Attachment A.

**\*\*Note:** All Proposers are **required to use the Proposer Experience Form format;** however, Proposers may elect to reproduce the form.

Of these three (3) projects, each must have been completed by the Proposer and be similar in scope to the maintenance projects anticipated to be done under this contract (see Section 00100).

All proposers are to base their responses on their three (3) most recently completed projects that reflect the size, complexity, and On-Call services required under this RFP.

2.2 **FIRM REFERENCES:**

- A. Provide **three (3) references** for the Maintenance Contractor per the projects submitted under the firm experience category above (#2.1). Provide contact name, address, and telephone number for each reference.

- B. The University reserves the right to verify all information provided if it so chooses, as well as to check any other sources available or to use itself as a reference if not provided by the contractor.
  - C. Please be sure that accurate information is provided and that the contact person is capable of speaking to the firm's capability in performing the services required. References will be held in the strictest of confidence.
3. **PROFILE OF PROPOSER**: Complete the Company Profile form found in Attachment A. Please note: If the Proposer is a local office of a parent company, the information is to be provided on the **local office only who will be managing this contract** not on the parent organization, unless the parent organization is the Proposer.

**END OF SECTION 0300, ARTICLE 2**



**SECTION 0300 - PROPOSALS, EVALUATION, AND FORMS**  
**ARTICLE 3**  
**INTERVIEW SESSIONS**

- A. Interview Sessions will be held only with the Short-listed Firms after the initial technical evaluation.
- B. Required Attendees: Proposed Project Manager and Field Superintendent/Foreman.
- C. Purpose:
  - 1. To allow the University to meet the Proposer's key personnel and provide them an opportunity to convey their background and expertise as it applies to the University's project;
  - 2. To discuss selected categories of the Proposer's Technical Proposal;
  - 3. To provide an opportunity to clarify and discuss the scope of services for this Contract; and,
  - 4. To review the Price Proposal form.

**SECTION 0300 - PROPOSALS, EVALUATION, AND FORMS**  
**ARTICLE 3**  
**PRICE PROPOSAL**

A. **PRICE PROPOSAL:**

**Only those proposers that are shortlisted after the interview sessions will be requested to submit a Price Proposal.** Those proposers must submit a Price Proposal.

**The Price Proposal Form (Attachment B of the RFP) will be issued by Addendum to the shortlisted firms only.**

The Price Proposal includes the following quoted pricing:

1. Quoted hourly rates for trade positions
2. Material Mark-up Percentage (over actual invoice cost)
3. Equipment Mark-up Percentage (over actual invoice costs)
4. Subcontractor Mark-up Percentage (over actual invoice costs and cannot exceed 10%)

The Price Proposal shall be filled out **completely** in ink or typed. Any erasures or alterations to the Proposer's pricing shall be initialed in ink by the signer. Please note, however, that no changes, alterations or additions to the Price Proposal Form are permitted.

Price Proposals will be evaluated based on sample jobs.

**END OF SECTION 0300, ARTICLE 3**

**SECTION 00300 - PROPOSALS, EVALUATION, AND FORMS**  
**ARTICLE 4**

**A. TECHNICAL EVALUATION:**

1. The **Technical Evaluation** of the Technical Proposals will be conducted by a University Selection and Evaluation Committee. The order of importance of the technical criteria is as follows: Key Personnel, Firm Experience and Company Profile.
2. For those firms who are shortlisted after the initial technical phase will advance to the Second Phase Technical Evaluation (Interview Session) of this procurement.
3. Further information may be requested by the University during the technical evaluation process.

**B. PRICE PROPOSAL EVALUATION:**

1. For those firms who are shortlisted after the Second Phase Technical Evaluation, per A.2. above, will be requested to submit a Price Proposal. At the time of this request, the due date for Price Proposals will be confirmed. The University anticipates that the Price Proposals will be due on or about 02/13/19.
2. Price Proposals will not be opened publicly.
3. Price Proposals will be evaluated based on total cost for the sample jobs.

**C. FINAL PROPOSAL RATING:**

1. Ranking of the Price Proposal will be combined with the corresponding total technical score to determine a final rating for each proposal. Scores will be normalized.
2. Technical merit will have a much greater weight than cost.
3. The Evaluation and Selection Committee will choose from the highest rated proposals those proposals which will best serve the interests of the University, in accordance with University procurement regulations.
4. As stated in Section 00200 Instructions to Proposers- H. Competitive Negotiation, and O. Proposal Acceptance, the University reserves the right to make an award with or without negotiations.

5. Debriefing of unsuccessful Proposers will be scheduled, upon written request, as soon as feasible after the procurement officer has made the final decision for the award of the contracts. (See Section 00200, Item Z for further details).

**END OF SECTION 00300, ARTICLE 4**

**END OF SECTION 00300**

## ATTACHMENT A

### TECHNICAL PROPOSAL FORMS

Key Personnel Forms  
Firm Experience Form  
Company Profile  
Bid/Proposal Affidavit  
Acknowledgement of Receipt of Addenda Form (if applicable)

**RFP# BC-21098-K: On Call Underground Mechanical Utilities Maintenance  
KEY PERSONNEL FORM**

**Page 1 of 5**

**Proposing Firm:** \_\_\_\_\_

**1. POSITION TO BE ASSIGNED:**

- \_\_\_\_\_ Project Manager
- \_\_\_\_\_ Field Superintendent/ Foreman

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

**3. EDUCATIONAL BACKGROUND:**

Institution	Degree/Diploma/Certificates	Major (if any) and Date of Degree

**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**

_____	_____
_____	_____
_____	_____
_____	_____

**RFP# BC-21098-K: On Call Underground Mechanical Utilities Maintenance  
KEY PERSONNEL FORM**

Page 2 of 5

**Proposing Firm:** \_\_\_\_\_

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. **SIMILAR RELEVANT PROJECT EXPERIENCE/REFERENCES:** Provide a **full** description of Key Person's project experience, including their role on the project. (Note: As indicated in the solicitation document, references are to be **project/ contract references not employment references**; that is, UMBC is interested in speaking to a Client regarding the person's performance on a particular project.) Per the solicitation documents, the UMBC will contact the references provided below during the evaluation.

**RFP# BC-21098-K: On Call Underground Mechanical Utilities Maintenance**  
**KEY PERSONNEL FORM**  
**Page 3 of 5**

**Proposing Firm:** \_\_\_\_\_

**5.1 PROJECT REFERENCE CONTACT PERSON NAME & TITLE:**

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

**TELEPHONE #:** \_\_\_\_\_

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

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

**KEY PERSON'S ROLE:** \_\_\_\_\_

**DESCRIPTION OF PROJECT:** \_\_\_\_\_

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

**PROJECT FINAL DOLLAR AMOUNT: \$** \_\_\_\_\_

**PROJECT START DATE:** \_\_\_\_\_

**PROJECT COMPLETION DATE:** \_\_\_\_\_

**DURATION KEY PERSON WAS ON THE PROJECT:** \_\_\_\_\_

Note: If key person not assigned for the full duration of the contract, please explain

\_\_\_\_\_

**How is this project similar/relevant to the work to be done under this UMBC contract?**

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



**RFP# BC-21098-K: On Call Underground Mechanical Utilities Maintenance  
KEY PERSONNEL FORM**

**Page 4 of 5**

**Proposing Firm:** \_\_\_\_\_

**5.2 PROJECT REFERENCE CONTACT PERSON & TITLE:** \_\_\_\_\_

\_\_\_\_\_

**TELEPHONE #:** \_\_\_\_\_

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

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

**KEY PERSON'S ROLE:** \_\_\_\_\_

**DESCRIPTION OF PROJECT:** \_\_\_\_\_

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

**PROJECT FINAL DOLLAR AMOUNT: \$**\_\_\_\_\_

**PROJECT START DATE:** \_\_\_\_\_

**PROJECT COMPLETION DATE:** \_\_\_\_\_

**DURATION KEY PERSON WAS ON THE PROJECT:**\_\_\_\_\_

Note: If key person not assigned for the full duration of the contract, please explain

\_\_\_\_\_

**How is this project similar/relevant to the work to be done under this UMBC contract?**

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

**RFP# BC-21098-K: On Call Underground Mechanical Utilities Maintenance  
KEY PERSONNEL FORM**

**Page 5 of 5**

**Proposing Firm:** \_\_\_\_\_

**5.3 PROJECT REFERENCE CONTACT PERSON & TITLE:** \_\_\_\_\_

\_\_\_\_\_

**TELEPHONE #:** \_\_\_\_\_

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

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

**KEY PERSON'S ROLE:** \_\_\_\_\_

**DESCRIPTION OF THE PROJECT:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PROJECT FINAL DOLLAR AMOUNT: \$** \_\_\_\_\_

**PROJECT START DATE:** \_\_\_\_\_

**PROJECT COMPLETION DATE:** \_\_\_\_\_

**DURATION KEY PERSON WAS ON THE PROJECT:** \_\_\_\_\_

Note: If key person not assigned for the full duration of the contract, please explain

\_\_\_\_\_

**How is this project similar/relevant to the work to be done under this UMBC contract**

\_\_\_\_\_

\_\_\_\_\_

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

**RFP# BC-21098-K: On Call Underground Mechanical Utilities Maintenance**

**Firm Experience Form**

PROPOSER:	PROJECT OWNER'S NAME
PROJECT NAME:	ADDRESS:
CONTRACTOR'S CONTRACT AMOUNT:	OWNER CONTACT PERSON:
PROJECT START DATE: _____ PROJECT COMPLETION DATE: _____	TELEPHONE NUMBER: _____ EMAIL ADDRESS: _____
PROPOSER'S PROJECT MANAGER:	PROPOSER'S SUPERINTENDENT/FOREMAN:

**MECHANICAL UTILITIES**

<b>IDENTIFICATION OF THE REPAIR, REPLACEMENT AND INSTALLATION WORK APPLICABLE TO THIS PROJECT (circle all that apply)</b>			
Locate	Identify	Mark	All existing underground utility systems including electric, voice, data, water supply, natural gas, storm water, duct-banks and sanitary
			Various types of excavation
			Comply with MOSHA/OSHA and all other applicable codes for below grade shoring and other safety requirements.
Replace	Repair		Underground water supply valves.
Replace	Repair		Underground water supply piping.
Replace	Repair		Underground storm water management systems.
Replace	Repair		Underground natural gas systems.
Replace	Repair		Underground sanitary systems
Replace	Repair		Maintain storm water management ponds, spillways, culverts, outfalls, etc.
Replace	Repair		Hardscape surfaces unearthed as part of the underground repair.
Replace	Repair		Repair/replace softscape surfaces damaged as part of the underground repair.
Replace	Repair	Install	Duct-banks, conduits, raceways, wire-ways, etc.
Replace	Repair	Install	Man-holes, drains, catch basins, etc.
			Maintain proper back-fill materials and compaction rates as conditions required.
			Other: _____

**RFP# BC-21098-K: On Call Underground Mechanical Utilities Maintenance**

**COMPANY PROFILE FORM**

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

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

# OF YEARS IN BUSINESS: \_\_\_\_\_ NUMBER OF EMPLOYEES: \_\_\_\_\_

OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:  
\_\_\_\_\_  
\_\_\_\_\_

NAMES OF PRINCIPAL(S) AND TITLE(S): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LOCATION OF OFFICE THAT WILL PROVIDE SERVICES TO UMBC: \_\_\_\_\_  
\_\_\_\_\_

TYPE(S) OF WORK SELF PERFORMED (check all that apply):

- Locate, identify, mark existing underground utility systems including; electric, voice, data, water supply, natural gas, storm water, duct-banks & sanitary.
- Various types of excavation.
- Comply with MOSHA/OSHA and all other applicable codes for below grade shoring and other safety requirements.
- Repair/replace underground water supply valves.
- Repair/replace underground water supply piping.
- Repair/replace underground storm water management systems.
- Repair/replace underground natural gas systems.
- Repair/replace underground sanitary systems.
- Repair/replace/maintain storm water management ponds, spillways, culverts, outfalls, etc.
- Repair/replace hardscape surfaces unearthed as part of the underground repair.
- Repair/replace softscape surfaces damaged as part of the underground repair.
- Maintain proper back-fill materials & compaction rates as conditions required.
- Replace/repair/install duct-banks, conduits, raceways, wire-ways, etc.
- Replace/repair/install man-holes, drains, catch basins, etc.

BONDING CAPACITY: \$ \_\_\_\_\_

**RFP# BC-21098-K: On Call Underground Mechanical Utilities Maintenance**

**COMPANY PROFILE FORM**

**Page 2 of 2**

BRIEF HISTORY OF THE COMPANY (if preferred, an attachment to this form can be provided):

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OTHER COMMENTS/ADDITIONAL INFORMATION: \_\_\_\_\_

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# BID/PROPOSAL AFFIDAVIT

## A. Authority

I HEREBY AFFIRM THAT:

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

## B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". 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. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

### B-1. Certification Regarding Minority Business Enterprises.

The undersigned bidder 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.

The undersigned bidder 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 names of persons 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) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
  - (b) 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 Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with 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, §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 subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
  - (a) §7201, Attempt to Evade or Defeat Tax;
  - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
  - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
  - (d) §7206, Fraud and False Statements, or
  - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
  - (a) A court:
    - (i) Made the finding; and
    - (ii) Decision became final; or
  - (b) The finding was:
    - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
    - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
  - (a) A court:
    - (i) Made the finding; and
    - (ii) Decision became final; or
  - (b) The finding was:
    - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
    - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
  - (a) A court:
    - (i) Made the finding; and
    - (ii) Decision became final; or
  - (b) The finding was:
    - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
    - (ii) Not overturned on judicial review; or
- (15) 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 in §§B and C and subsections D(1)—(14) of this regulation, 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 names of the persons 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).

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

**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):

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

**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. CERTIFICATION OF TAX PAYMENT**

I FURTHER AFFIRM THAT: 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 Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

**J. 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, bona fide agent, bona fide salesperson, or commercial selling agency 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, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

**K. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

- (1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:
  - (a) 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 State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
  - (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.
- (2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

\_\_\_\_\_

**L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)**

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade



Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

**N. ACKNOWLEDGEMENT**

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 the 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 statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with 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: \_\_\_\_\_ (print name of Authorized Representative and Affiant)

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

RFP NO.: **BC-21098-K**

TECHNICAL PROPOSAL  
DUE DATE:

**TUESDAY, DECEMBER 18, 2018 by 4:00 P.M. by EMAIL to:**  
[RFP\\_Sub.c50eyve5ebpw64sq@u.box.com](mailto:RFP_Sub.c50eyve5ebpw64sq@u.box.com)

RFP FOR: **ON CALL UNDERGROUND MECHANICAL UTILITIES  
MAINTENANCE**

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**

ATTACHMENT B

PRICE PROPOSAL FORM

**University of Maryland Baltimore County**  
**RFP# BC-21098-K: On Call Underground Mechanical Utilities Maintenance**

THE PRICE PROPOSAL FORM WILL BE ISSUED BY ADDENDUM TO FIRMS THAT ARE SHORTLISTED AFTER THE SECOND PHASE TECHNICAL EVALUATION (INTERVIEW SESSIONS).

ANTICIPATED DUE DATE: February 13, 2019, on or before 4:00 p.m. The actual due date and time will be confirmed in the Addendum.

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

FID NUMBER/SSN: \_\_\_\_\_

**PRICE PROPOSAL**

DATE \_\_\_\_\_

Ms. John Kenny  
 Procurement Office  
 University of Maryland, Baltimore County  
 Room #732, Administration Building  
 1000 Hilltop Circle  
 Baltimore, MD 21250

Dear Mr. Kenny:

The undersigned, hereby submits a price proposal for the MECHANICAL portion of the On Call Underground Mechanical Utilities Maintenance procurement as set forth in RFP #BC-21098-K documents dated November 16, 2018 and Addenda as follows:

Addendum No.      Dated \_\_\_\_\_  
 Addendum No.      Dated \_\_\_\_\_  
 Addendum No.      Dated \_\_\_\_\_

We understand that by submitting this price proposal, we are agreeing to all of the terms and conditions of UMBC's RFP. Below please find our quoted pricing under this RFP.

**1. Quoted Hourly Billing Rate for the following positions:**

<b>Position</b>	<b>Regular Hourly Rate</b>	<b>2<sup>nd</sup> Shift Hourly Rate (if applicable)</b>	<b>Overtime Hourly Rate</b>
Project Manager			
Foreman/Superintendent	\$ _____	\$ _____	\$ _____
Journeyman Plumber	\$ _____	\$ _____	\$ _____
Journeyman Steamfitter	\$ _____	\$ _____	\$ _____
Certified Welder	\$ _____	\$ _____	\$ _____
Apprentice	\$ _____	\$ _____	\$ _____
Laborer	\$ _____	\$ _____	\$ _____
Equipment Operator	\$ _____	\$ _____	\$ _____
Bobcat/Trencher Rental	\$ _____	\$ _____	\$ _____

Backhoe/Loader/Dump truck rental	\$ _____	\$ _____	\$ _____
Crane rental	\$ _____	\$ _____	\$ _____

**Note: Rentals reimbursed at actual rental rate. A copy of the rental price quote must be supplied.**

**University of Maryland Baltimore County  
RFP# BC-21098-K: On Call Underground Mechanical Utilities Maintenance**

Page 2 of 2

2. On Call Underground Mechanical Utilities Maintenance’s Equipment (Rental) Mark-up Percentage: \_\_\_\_\_%

**If awarded, Proposer to provide all back-up quotes for equipment (rental) on all awarded task orders.**

3. On Call Underground Mechanical Utilities Maintenance’s Material Mark-up Percentage: \_\_\_\_\_%

**If awarded, Proposer to provide all back-up quotes for materials and all awarded task orders.**

4. Trade Work to be performed by a subcontractor to the On Call Underground Mechanical Utility Maintenance: Provide a quoted percentage mark-up that will apply to any quoted subcontractor costs.

Subcontractor’s Mark-up/Percentage: \_\_\_\_\_%

**If awarded, Proposer to provide all back-up quotes for subcontractors used on all awarded task orders.**

We also understand that the Bid/Proposal Affidavit, , and proof of the Proposer's Contractor's license under Article 56, Section 180, Annotated Code of Maryland provided with our Technical Proposal remain in force under this Price Proposal phase.

We understand that the University reserves the right to award a contract (or contracts) for all items, or any parts thereof, as set forth in detail under the information furnished in the RFP document.

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 and that the signatory is authorized to financially obligate the Proposer. Sign where applicable below.

SIGNED: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTACHMENT C

Standard Form Maintenance Contract (Sample)  
Contract Affidavit

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

This Standard Form of Maintenance Contract is made as of the \_\_\_\_ day of \_\_\_\_\_ 2018, by and between the University of Maryland, Baltimore County ("University" or "UMBC") and

\_\_\_\_\_, \_\_\_\_\_,  
Maryland \_\_\_\_\_, FID # \_\_\_\_\_ ("Contractor").

WITNESSETH:

1. The University has issued a procurement solicitation in connection with On-Call Underground Mechanical Utilities Maintenance projects to be done on an On Call basis at UMBC.
2. The Contractor has responded to that solicitation and has been awarded the contract to perform work on an on call basis in the areas Mechanical Utilities.

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

1. The Contract consists of the following documents:

RFP/ #BC-21098-K Document dated 11/16/18;  
RFP/ # \_\_\_\_\_ Addendum #\_ dated \_\_\_\_\_  
\_\_\_\_\_ 's Technical Proposal dated \_\_/\_\_/\_\_; and,  
\_\_\_\_\_ 's Price Proposal dated \_\_/\_\_/\_\_.

all of which are collectively referred to as the Contract Documents all of which are incorporated into this SFCC as it is fully set forth.

2. The Contractor shall completely perform its obligations under the Contract in a timely manner.
3. The Contractor shall diligently prosecute the Work assigned under this contract and complete this work in accordance with the specific schedules. .
4. Total estimated contract amount is \$\_\_\_\_\_. The actual contract amount will be determined by the specific task orders/projects awarded to the Contractor under this On Call Contract.

(Signatures on following page)

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

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_ (Seal)

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

Title: \_\_\_\_\_

\_\_\_\_\_  
(Witness)

University of Maryland, Baltimore County

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

\_\_\_\_\_  
(Witness)

**BUDGETARY DATA:**

Requisition No. \_\_\_\_\_

Fund: \_\_\_\_\_

Budget: \_\_\_\_\_

Approved by Board of Public Works: Not applicable

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# CONTRACT AFFIDAVIT

## A. AUTHORITY

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

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

and is registered or qualified as required under Maryland Law.

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

Name and Department ID

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

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

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

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

## C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require 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 the 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.

#### D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

##### I FURTHER AFFIRM THAT:

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

#### E. DRUG AND ALCOHOL FREE WORKPLACE

##### I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business's policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), of this regulation;

(h) Notify its employees in the statement required by §E(2)(b), of this regulation, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

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

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

#### F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

## ATTACHMENT D

UMBC Scope of Work Template  
Notice to Proceed Form  
Change Order Notice To Proceed Form  
On Call Contractor Project Price Proposal Form

**RFP# BC-21098-K: On Call Underground Mechanical Utilities Maintenance**

**Scope of Work dated** \_\_\_\_\_

**Project Name/#:** \_\_\_\_\_

**Page** \_\_ **of** \_\_

**Scope of Work:** Per the site visit conducted on \_\_\_\_\_ (date), the scope of work for this maintenance project consists of the following:

- \* \_\_\_\_\_
- \* \_\_\_\_\_
- \* \_\_\_\_\_
- \* \_\_\_\_\_
- \* \_\_\_\_\_
- \* \_\_\_\_\_
- \* \_\_\_\_\_

\*Contractor to remove all trash & debris generated by this project.

\*All work to be performed during normal business hours; 7:00am ~ 4:00pm Monday through Friday unless indicated otherwise in the above scope of work.

Work Orders (if applicable): # \_\_\_\_\_; # \_\_\_\_\_; # \_\_\_\_\_;  
# \_\_\_\_\_; # \_\_\_\_\_; # \_\_\_\_\_; # \_\_\_\_\_;  
# \_\_\_\_\_; # \_\_\_\_\_; # \_\_\_\_\_; # \_\_\_\_\_;

**Due Date/Time:** On Call Contractor Price Proposal is due on \_\_\_\_\_ (day), \_\_\_\_\_ (month/date/year).

**Price Proposal Submission:** The On Call Contractor’s Price Proposal is to be submitted via e-mail to John Kenny in UMBC’s Department of Procurement & Strategic Sourcing ([jkenny@umbc.edu](mailto:jkenny@umbc.edu)). **Project Award:** Per the On Call Underground Mechanical Utilities Maintenance Contract, award will be based on UMBC selecting from among the On Call Underground Mechanical Utilities Maintenances, the contractor whose price and time frame best serves the University’s interest and meets all University requirements.

**Note: Awarded contractor to provide backup quotes for all equipment, material and subcontractors.**

**NOTICE TO PROCEED**

\_\_\_\_\_, \_\_\_\_ (Date)

**PROJECT NUMBER & NAME:**

University of Maryland, Baltimore County

**TO:** \_\_\_\_\_

**CONTRACT NUMBER:** \_\_\_\_\_

**FUND SOURCE:** \_\_\_\_\_

**ATTN:** \_\_\_\_\_

You are directed to proceed with the above project per the following documents:

- UMBC's Scope of Work dated \_\_\_\_\_; and,
- \_\_\_\_\_'s Price Proposal dated \_\_\_\_\_

**Contract Time:** \_\_\_\_ days

Start Date: \_\_/\_\_/\_\_

End Date: \_\_/\_\_/\_\_

Signature of the Contractor indicates his agreement herewith.

This is to authorize you to proceed on the above referenced project according to the above documents for the lump sum price of \$ \_\_\_\_\_. Payment will be made in accordance with the contract.

**Authorized:**

\_\_\_\_\_

UMBC FM Representative

By \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

On Call Underground Mechanical Utilities  
Maintenance Contractor

By \_\_\_\_\_

Date \_\_\_\_\_

cc: J. Kenny/Procurement and Strategic Sourcing

**CHANGE ORDER NOTICE TO PROCEED (CONTP)**

\_\_\_\_\_, \_\_\_\_ (Date)

**PROJECT NUMBER & NAME:** \_\_\_\_\_

University of Maryland, Baltimore County

**TO:** \_\_\_\_\_

**CONTRACT NUMBER:** \_\_\_\_\_

**FUND SOURCE:** \_\_\_\_\_

**ATTN:** \_\_\_\_\_

You are directed to proceed with the additional change order work on the above project per the following documents:

UMBC's Change Order Requested dated \_\_\_\_\_ for \_\_\_\_\_ work (describe work); and, \_\_\_\_\_'s Price Proposal dated \_\_\_\_\_ for this additional work.

All other terms and conditions of the original Notice to Proceed for this project remain in force.

**Contract Time:** \_\_\_\_ days

Start Date: \_\_/\_\_/\_\_

End Date: \_\_/\_\_/\_\_

Signature of the Contractor indicates his agreement herewith.

This is to authorize you to proceed the additional work on the above referenced project according to the above documents for the lump sum price of \$ \_\_\_\_\_. Based on this additional work, the On Call Underground Mechanical Utilities Maintenance's price for this project is revised as follows:

Original Lump Sum Price	\$ _____
Additional Work Price	\$ _____
Revised Total Lump Sum Price	\$ _____

Authorized:

\_\_\_\_\_  
UMBC FM Representative

\_\_\_\_\_  
On Call Underground Mechanical Utilities  
Maintenance Contractor

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

cc: J. Kenny/Procurement and Strategic Sourcing

**On Call Contractor Project Price Proposal Form-RFP# BC-21098-K**

**Project Name/#:** \_\_\_\_\_

The undersigned, hereby submits a price proposal for the above project under the UMBC On Call Underground Mechanical Maintenance Contract for the above project per the Scope of Work dated \_\_\_\_\_ and Addenda as follows:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**1. On Call Underground Mechanical Utilities Maintenance Labor rates:**

<b>Position</b>	<b>Labor Hours</b>	<b>Quoted Hourly Rate*</b>	<b>Total</b>
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total</b>		N/A	\$

\*Note: The quoted hourly rate for the Project Manager is limited to one rate. For all other positions, however, the contract provides for three (3) possible rates; these are regular rate, 2<sup>nd</sup> shift differential rate, and overtime rate. The On Call Underground Mechanical Utilities Maintenance is to note the applicable rate for each position based on the project being quoted.

2. Equipment Costs: \$ \_\_\_\_\_ plus \_\_\_\_\_ % Markup = \$ \_\_\_\_\_

**If awarded, Proposer to provide all back-up quotes for equipment (rental).**

3. Material Costs: \$ \_\_\_\_\_ plus \_\_\_\_\_ % Markup = \$ \_\_\_\_\_

**If awarded, Proposer to provide all back-up quotes for materials and all awarded task orders.**

**4. Subcontractor Costs:**

Our price for the work to be performed by subcontractors is \$ \_\_\_\_\_ plus our quoted mark-up of ( ) % for a total cost for the subcontractors' work of \$ \_\_\_\_\_.

Name of Subcontractor(s): \_\_\_\_\_ and applicable scope of work:

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



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**If awarded, Proposer to provide all back-up quotes for all subcontractors.**

5. **Total Project Costs:**

#	Project Element	Total Cost
1	Labor Costs	\$
2	Material Costs w/ quoted mark-up	\$
3	Subcontractor Costs including quoted mark-up	\$
<b>4</b>	<b>Total Quoted Price</b>	<b>\$</b>

6. **Time Frame (in working days) to do this project:** \_\_\_\_\_ working days.

7. **Name of Foreman/ Field Superintendent:** \_\_\_\_\_

8. **Payment Vehicle:** If the above total quoted price is \$5,000 or less, the Contractor is to select which payment vehicle is to be used by the University if his firm is awarded this work:

P-card (Visa card): \_\_\_\_\_; or,

Check: \_\_\_\_\_

We understand that this work shall be performed in accordance with the Contract # BC-21098-K between UMBC and (company) dated (\_\_\_\_).

SIGNED: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

END OF FORM

END OF RFP DOCUMENT