



REQUEST FOR PROPOSAL
FOR
ON-CALL HAZARDOUS MATERIAL ABATEMENT

RFP NUMBER: BC-21222-E
ISSUED: February 25, 2021

Procurement/Issuing Office:

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

Contract Management:

Environmental Safety & Health
University of Maryland, Baltimore County
1000 Hilltop Circle
Baltimore, MD 21250

TABLE OF CONTENTS

DESCRIPTION

Solicitation Schedule

Section 1: Scope of Services

Section 2: Technical Proposal Submittal Format

Section 3: Evaluation Process

Section 4: General Information

Attachment A - Technical Proposal Forms:

- Contract/Project Experience Form
- Acknowledgement of Receipt of Addenda Form
- Bid/Proposal Affidavit

Attachment B: UMBC Standard Maintenance General Conditions dated February 2021

SOLICITATION SCHEDULE

Issue Date Thursday, 2/25/2021

Pre-Proposal Conference Date 03/08/2021 at 2:00 pm

Pre-Proposal Conference Location Webex meeting: [Join Webex meeting](#)
or
www.webex.com – select “Join”
Meeting ID: **1209270240**
Password: **sXqJyqvH**
Phone: 202-860-2110
Access code: 120 927 0240

Deadline for questions for Initial Technical Proposal 03/23/2021 on or before 4:30 pm.

Initial Technical Proposal Due Date 03/31/2021 on or before 11:59 pm.

Submit Initial Technical Proposal to UMBC Box: Submitt.if5htnz96wd3ulm3@u.box.com

Interview Sessions for Shortlisted Firms Anticipated 04/20/2021

Anticipated site visit to UMBC campus for shortlisted firms Week of April 26th

Deadline for questions for Price Proposal April 30, 2021 at 4:00 pm

Price Proposal Due Date 05/10/2021 on or before 11:59 pm
Submit Price Proposal to UMBC Box: Submitt.nyp3ou5gpqqsm6gv@u.box.com

SCOPE OF SERVICES

1.1 Introduction

The University of Maryland, Baltimore County is requesting proposals from firms to provide On-Call Hazardous Material Abatement Services. The services will involve abatement work throughout campus. The selected firms are to be available on an ‘on call’ basis as work arises. The University is unable to forecast the frequency of use.

1.2 Background

Established in 1966, the University of Maryland, Baltimore County (UMBC) is one of twelve institutions that along with two regional centers constitute the University System of Maryland. UMBC is located on 482 acres with 4.2 million gross square feet and only 15 minutes from Baltimore’s Inner Harbor and 30 minutes from Washington, D.C. and five minutes from BWI Airport.

UMBC combines the emphasis on teaching found at the best liberal arts colleges with the innovation of a research university. UMBC’s students take full advantage of the educational, business, cultural, and recreational resources of Baltimore and Washington, D.C. At UMBC, students work alongside faculty who are leaders in their fields; think about the hard questions of society, science, and creative expression; and then move beyond the classroom to make a difference.

UMBC is increasingly recognized as a major resource for building the State’s economy and addressing its social concerns. More than 70% of UMBC’s 77,000 active alumni live and work in Maryland, contributing significantly to the State’s economic and social vitality. In Fall 2019, UMBC had 13,602 enrolled students of which 49.8% are minority enrollments from nearly all 50 states and 3% are international enrollments from more than 80 nations, creating a richly diverse student body.

UMBC continues to be recognized for its academic program, innovation, value and campus environment including the following recent rankings:

- *U.S. News & World Report* has again named UMBC a leading U.S. university: the #9 most innovative university and #12 top university for undergraduate teaching in the nation.
- *Times Higher Education* has recognized UMBC as one of the world’s top universities. In a new THE impact ranking, UMBC is #3 in the U.S. and #62 worldwide in global social and economic impact.
- *Princeton Review, Kiplinger’s Personal Finance, Forbes, Money, and the Fiske Guide to Colleges* have named UMBC a “Best Value” university.

- The latest *U.S. News* Best Graduate Schools rankings include several UMBC graduate programs as among the best in the nation.
- UMBC is the nation's #1 producer of African American undergraduates who go on to complete an M.D./Ph.D. and #2 nationally for African American undergraduates who complete a science or engineering Ph.D.
- According to NSF, UMBC ranks in the country's top 150 universities in federal research and development expenditures, and #12 in NASA funding.
- *The Chronicle of Higher Education* has named UMBC one of the best colleges to work for ten (10) years running.
- UMBC placed in top 3.3% of universities worldwide by the Center for World Universities Rankings (CWUR).
- UMBC is named a 2019-2020 Fulbright Top Producing Institution, an honor granted by the U.S. Department of State's Bureau of Educational & Cultural Affairs.
- Learn more about the latest [UMBC rankings news](#).

UMBC's research expenditures totaled \$90M for fiscal year 2019. UMBC is ranked #148 in federal research funding in the 2018 fiscal year and #173 in total research funding from all sources. UMBC ranked #13 nationally in NASA funding.

1.3 Overview

The University shall contract with multiple hazardous abatement firms to provide "on call" services as needed. Generally, the work to be performed will include all labor and equipment necessary for the abatement of asbestos, lead, or other hazardous material throughout campus. The on-call contracts will primarily be utilized by the Office of Environmental Safety and Health (ESH) through the issuance of task orders.

Services shall be provided by well-established hazardous abatement firms with extensive experience performing on-call hazardous abatement work in a higher education environment. The selected firms shall have a significant pool of employees on staff to ensure appropriate staffing of the contract, as well as the financial capability to support a large payroll.

The estimated annual dollar volume for work to be performed under the contract is \$250,000. All proposers are advised that this amount is only an estimate and all proposers further understand and agree that by providing such estimate, the University makes no guarantee that any or that all of the estimated

work will be assigned to the selected on-call abatement firms. The University anticipates that task order size under this contract will range from approximately \$3,000 to \$50,000.

This document provides the minimum specifications and requirements to be met by the firms that are awarded the contract. By this reference, the University expressly reserves the right to amend, modify, and reissue orders, directives, and other instructions pertaining to the responsibilities of the on-call abatement firms and other terms of the contract as necessary to meet the overall objectives of the contract.

1.4 Scope of Contract

All work under the Contract shall be assigned to a particular Contractor through a task order process. For each assigned task order, the Contractor is to furnish all labor, supervision, safety, and material necessary to comply with any applicable scope of work, specifications, and drawings provided by authorized personnel of the University. The Contractor is responsible to coordinate all work with existing conditions, schedule, and operations of the University, and to complete the work in the time required by the University and in accordance with the task order requirements.

The selected firms shall abate a variety of hazardous materials on an as-needed basis for the University's buildings. The majority of the work will be performed in occupied buildings during off hours, and in some cases, with on-going research activities. Actual work hours will be determined based on the particular task order and defined within the scope of work issued for the task.

The normal timeframe of work hours for the Contractor shall be 6:00 p.m. through 6:00 a.m., Monday through Saturday. Unless otherwise specified by the University, work will be performed during normal hours. The work shall be carried forward during normal work hours unless the Contractor elects, on their own volition, to extend operations beyond regular hours and such extensions are approved by the University. In this situation, if overtime is needed, the associated costs are the responsibility of the Contractor.

On each task order, the Contractor shall designate a Project Manager and an on-site Field Superintendent. The Project Manager shall be the Contractor's agent for review of the project in the field and shall be the point of contact for all inquiries concerning the work. The Project Manager shall be readily available to review all phases of a project when requested by the University, including providing cell phone contact information to the University to facilitate accessibility. The Field Superintendent shall be physically present 100% on-site any time that work is being performed to manage the job and supervise all on-site personnel.

If during the term of this contract, the Contractor is awarded concurrent task orders on campus or other contracted work, the Contractor shall assign separate work crews and supervisory teams to all task orders and other projects to ensure that no job schedule is affected by inadequate manpower levels or inadequate supervision.

The Contractor shall perform task order work in the presence of University employees and other University Contractor teams, whether union or non-union. If off-site work is involved in a particular project, such as shop fabrication, the University reserves the right to inspect any off-site work at any time.

The Contractor shall be able to deliver all necessary labor and standard items of material and equipment within the time frame confirmed in the applicable Notice to Proceed for each task order. 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. The Contractor shall maintain a local office with telephone available for receiving and making calls throughout the working day and shall have sufficient storage space locally available for materials and equipment if Contractor's office and principal place of business is not located within 50 miles of the University.

The University reserves the right to assign University personnel employed in various trades to perform a portion of the work under a particular project. Additionally, the University reserves the right to purchase material for a particular job. In this instance, the Contractor shall be reimbursed only for the labor cost used on the materials furnished and materials provided by the University, but not used on the job, shall be returned to the University.

The University reserves the right to inspect and test to make sure that the requirements of a task order are being fulfilled. If it is found that the required standards are not satisfactorily maintained, the University may, by written notice to the Contractor, terminate the Contractor's right to proceed further with the work. In such event, the University may take over the work and carry it to completion, by contract or otherwise, and the Contractor shall be liable to the University for any additional cost incurred by the University to complete the work.

1.5 Contract Term

The initial term for the contract will be three (3) years with two (2) three-year renewal options, at the University's sole discretion. All work under the contract will be requested through a task order process for the individual projects. The University reserves the right to terminate the contract if the Contractor fails to respond to multiple task orders.

If a pricing adjustment is contemplated during the contract, it is the responsibility of the Contractor to request a price increase at least ninety (90) days prior to the end of the contract term. Increases shall be provided at the University's sole discretion. The Contractor shall provide the basis for the request and shall only be considered for the quoted hourly rates. The amount of the requested increase shall not exceed the consumer price index for "All Urban Consumers" as published by the U.S. Department of Labor Statistics. For purposes of calculating the potential increase, the Consumer Price Index for the

twelve-month period ending on July 31, 2023 will be used. For example, if the contract term ends November 30, 2023, the price index for twelve-month period ending July 31, 2023 will be used.

1.6 Codes and Standards

All work performed shall be in compliance with all applicable codes, standards, and regulations, including the latest edition of the following codes: ANSI, NETA, and NICET. Work shall also comply with OSHA, ANSI, NETA, EPA, MDE, NESHAP, and NICET Safety Regulations, and Industry Standards & Practices that ensure the protection of life, property & equipment. Additionally, the University may issue additional standards for specific work, as applicable.

1.7 Licensing Requirements

Contractors shall hold all applicable licenses and certifications required by the local, State, and Federal regulations for the type of work specified. All applicable licenses required under this section shall be current and valid at the time that the work is performed on UMBC's campus.

The Contractor shall immediately provide the University with a copy of all required licenses, qualifications, & certifications upon request.

1.8 Task Order Process

Task orders shall be issued to the selected Contractors through rotation or through a competitive selection process. The determination for the applicable process will be typically based on the anticipated value of the work to be performed. At the sole discretion of UMBC, task orders may be requested on a time and material basis or on a lump sum basis. Emergency task orders may be requested by UMBC on a time and material not-to-exceed basis.

Task Order Rotation:

Generally, task orders that are reasonably anticipated to be valued at less than \$25,000 will be rotated between the selected firms. In these instances, ESH will receive a rotation confirmation number from Procurement and then notify the applicable Contractor of the task order. ESH will provide the Contractor with applicable documentation, which may include a written scope of work, time frame/schedule, specifications, and drawings. A site visit may also be conducted as needed.

As soon as possible after receiving the necessary information, the Contractor shall provide a price proposal for the task order. If the Contractor fails to provide a price within fourteen (14) days, or if the price is considered unreasonable based on the University's estimated cost, the University may elect to proceed with the next rotational contractor or conduct a competitive process.

At the University's discretion, task orders above \$25,000 may be awarded on rotation or through direct selection when it is determined by Procurement that it is in the best interest of the University. Additionally, UMBC reserves the right to compete task orders less than \$25,000 if deemed in the University's best interest.

Competitive Selection:

Task orders that are anticipated to be valued at more than \$25,000 shall be awarded through a competitive process between the selected firms. In these instances, Procurement will issue a written scope, applicable specifications and drawings, and conduct a site visit. Responses to questions will be provided through addenda and a deadline will be established for the submittal of Price Proposals. The Contractor shall be selected based on the proposal that provides the best value to the University. The details for the award shall be captured on a Task Order form executed by the Contractor and the University.

Task Order Price Proposal Components:

The University shall structure the task order price form as a time & materials proposal or a lump sum proposal with the specific price proposal form developed according to the needs of the project. Either type of price proposal submitted for task orders may require the inclusion of the following information:

- itemized breakdown of the total costs for self-performed work (labor);
- itemized list of material and equipment with quoted mark-up percentage;
- subcontractor quotes with quoted mark-up percentage;
- time frame/schedule; and
- MBE participation dollars and percentage.

The documentation submitted for the task order shall also include the name of the Field Superintendent to be assigned. In addition, the University reserves the right to request other information as necessary for the project.

1.9 Emergency Response

In the event an emergency exists which would require immediate overtime work, the Contractor shall immediately verbally notify the UMBC representative for the project. If permission to perform the overtime work is verbally granted by the UMBC representative, the Contractor shall provide the University with written documentation for the situation within twenty-four (24) hours. This documentation shall be incorporated into a change order amendment to the task order, to be issued by the University as promptly as possible.

1.10 Staffing

Under this Contract, the Contractor shall specify one (1) individual as a Project Manager and two (2) individuals as on-site Field Superintendents. These individuals shall be direct employees of the Contractor. The Project Manager for a particular Task Order shall be involved on a continual basis from selection through project completion. The Project Manager shall be responsible for the overall management of the Contractor's team assigned to the Task Order and the completion of the project. The Field Superintendent shall be 100% on-site once the project commences at any time work is being

performed on-site. The Field Superintendent shall be responsible for the direct supervision of the trade contractors, daily coordination of the work on site to maintain the schedule, and on site management such as material deliveries and outages.

Any proposed Project Manager or Field Superintendent staff changes by the Contractor shall be reviewed and approved by the Procurement Department and, incorporated into a contract amendment prior to any reassignments being made by the Contractor.

1.11 Supervision of the Work

Projects may be overseen by ESH or delegated to another UMBC representative, such as a project manager within the Office of Facilities Management. The UMBC representative assigned to the task order shall have general supervision and direction of the work. The UMBC representative shall issue the Notice to Proceed, which authorizes the Contractor to proceed with the task order, as well as determine the work schedule, including the start date and the completion date. The UMBC representative shall also inspect all work for compliance with University Standards, as well as compliance with the scope of work defined in the task order.

All Contractor communications on task orders shall only be through the designated University representative. Other than to address an immediate safety concern, other University personnel are not authorized to provide the Contractor with instructions, directions, or information regarding the work.

At the University's sole discretion, UMBC may elect to end a task order prior to completion. In this situation, the University will provide written notification to the Contractor to close-out a task order. Upon receipt of the notification, the Contractor shall stop all work and submit a payment request for all completed work. The University shall not be liable to the Contractor for any payments for work that has not been performed.

1.12 Conditions of the Work

Waste and debris

Waste and ACM debris shall not accumulate in the building or work area. The Contractor shall be responsible to remove debris and clean work areas on a daily basis as the work progresses and to remove all excess material, waste, and debris upon completion of the work. On completion of the work, areas shall be left clean, and free from abrasive or set materials liable to cause damage. The Contractor shall patch and refinish all areas damaged to accommodate the work to match existing. The Contractor shall remove all waste materials and debris from the campus at no charge to the University. Salvageable material shall be piled separately for reuse or salvage by the University after the material has been properly de-contaminated by the Contractor.

The Contractor shall provide ESH with a copy of the signed waste manifest noting destination of ACM waste within thirty (30) days of waste removal. If lead paint is being abated, the paint chips, scrapings,

contaminated personal protective equipment, and any other contaminated debris shall be provided to ESH for disposal. The Contractor shall be responsible for transporting these materials to ESH and coordinating the consignment to ESH personnel, who will manifest the materials for disposal.

Adjacent Facilities and Property

Work to be performed under this Contract is likely to be in a congested area of the campus, subject to heavy vehicular traffic and limited parking. The Contractor shall take every precaution to protect others from injury and to avoid disruption of traffic while work is being performed.

Transportation of Materials and Equipment

All materials and equipment shall be transported and handled in a manner to prevent damage of any kind, including the use of proper packaging and lifting equipment. The Contractor shall supply all cranes, lifts, hoists, or other related equipment, as well as skilled personnel necessary for the proper and efficient movement of materials. Equipment shall be provided with proper guides, bracing, and safety devices as required by law and good practice. Inspections and Certifications of the operator are to be coordinated with ESH.

Prior to using any University elevator for transporting materials, the Contractor shall verify applicable load weights and insure proper loading of the elevator with ESH.

Protection of Work

The Contractor shall provide all necessary protection for completed work to prevent damage. Walk off mats are required to be used at the entrances and exits of all work sites.

1.13 Tools and Movable Equipment

The Contractor shall furnish all necessary protective equipment, tools, ladders, shop equipment, and fabricating items customary to the trade, and all other moveable equipment necessary for completing the work performed under this contract. The furnishing of tools shall include all maintenance, loss, and breakage. If a Contractor needs to rent equipment for a particular task order with a cost that will be charged to the University as part of the project, the Contractor shall receive prior approval from the University Representative.

1.14 Utilities

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

No utility interruptions shall be initiated without the prior authorization of the University Representative. The University Representative 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 unless otherwise agreed to by the University.

1.15 Employee Identification

Due to the nature of routine on-call work and required security, the selected Contractors shall obtain identification for all of their employees and subcontractors that will perform work at UMBC. Employee identification shall be visible at all times when physically present on campus.

1.16 Vehicles

All vehicles and mobile equipment used by the selected firms and subcontractors shall be identified with the firm name displayed in a highly visible manner. The firm name, license numbers, telephone number, and address shall be displayed on all Contractor and subcontractor vehicles in three inch (3") high letters. This requirement extends to any personal vehicles used in the performance of work at the University.

1.17 Parking Requirements

Parking at the University is at a premium. A valid UMBC parking permit is required for non-metered parking spaces on campus. Parking permits are enforced throughout the year on weekdays from 7:00 am through 4:00 pm.

The University Representative will act as the point of contact for the coordination between UMBC parking services and the Contractor for the issuance of Contractor permits. When practical for the University, each Contractor and each primary subcontractor will be issued one Service Area parking permit. The Contractor shall confine parked vehicles to designated parking spots unless otherwise approved in writing. The Contractor shall coordinate with the University Representative on the loading and unloading of materials if a different location other than the Service Area is required for a particular Task Order. Other parking shall be confined to a designated campus parking lot.

Failure to display parking permit 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.

1.18 Temporary Keys

Keys shall only be issued to the Contractor with proper authorization. Keys shall be requested and issued only as required, i.e. master keys shall not be issued when individual keys will suffice. When a key is required, the University Representative, Inspector, or other approved authorized individual shall issue an authorization form to the Contractor. This form shall be presented to the Work Control Center, who will issue the key to the person presenting the form. Keys shall be returned each day to Work Control before end of business except when specifically authorized for nighttime or weekend work. The Work Control Center closes at 4:00 p.m. However, the Central Plant Boiler Room is open twenty-four hours a day, seven days per week and keys may be returned to the Central Plant if the Work Control Center is closed. Keys are not to be taken off-campus. University keys, in the possession of Contractor's personnel, may not be loaned to others, tampered with, or duplicated.

1.19 Invoicing requirements

The Contractor shall bill in accordance with the rates and mark-up established under this contract, as well as the particular task order.

If the task order is performed on a time and material basis, as part of the invoice documentation, the Contractor shall provide applicable paid invoices for equipment rental, material, and subcontractor invoices after the work is completed. The University reserves the right to reject invoices for installed materials and equipment that have not been previously approved by the University. If rejected, the installed materials and equipment shall be removed and replaced with approved materials and equipment at no additional cost to the University. The Contractor shall be reimbursed for all payments made for subcontractors cost plus quoted percentage mark-up by the On-Call Hazardous Abatement Contractor.

If the task order is performed on a lump sum basis, the invoice shall not exceed the approved lump sum amount.

The Contractor's quoted Hourly Billing Labor Rates provided in the Price Proposal phase shall include all labor costs, as well as any firm costs associated with overhead and profit, necessary to complete the work. The following components shall be included in the labor rate:

- salary cost inclusive of all associated overhead and profit;
- 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;
- fringe benefits for health and welfare, vacations, holidays, and pensions;
- incentive pay, if any;
- travel costs to UMBC; and
- 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.

Additionally, within these rates shall be any premiums for insurance for this Contract and all types of costs, including maintenance, loss, and breakage, for tools and equipment as required to complete the work. The rates shall also include any costs for material owned by the Contractor.

TECHNICAL PROPOSAL SUBMITTAL

2.1 Introduction

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

All proposers are *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.

2.2 Organization of Proposal

Proposals shall be organized in the following format:

Technical Proposal

Title page

Profile of Proposer

Contract/Project Relevant Experience

Key Personnel

Acknowledgement of Addenda form

Licenses and certifications

Bid/Proposal Affidavit

Other

Failure to include all the documents may render the proposal non-responsive and the offer may be rejected.

2.3 Title Page

The title page shall be on company letterhead and include the name and address of the firm submitting the proposal, a contact person at the firm for the proposal, including complete telephone number with extensions and email contact information. The page shall also include the RFP title and number, as well as the date of submission. The title page shall be signed by an individual who is authorized to bind the Proposing firm to all statements, including services, and financials, contained in the Proposal.

2.4 Profile of Proposer

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

Annual Sales

Provide the firm's annual sales volume on a per year basis for the last three (3) years (2018, 2019, and 2020) and indicate the number of projects and what percentage of such work is abatement. Indicate value of the largest abatement project for each year. This information is to be provided for the responsible branch office only, not the parent organization, if applicable.

Experience Modifier Ratio (EMR)

Provide the proposer's EMR for the last three (3) years (2018, 2019, and 2020). This information is to be provided for the responsible branch office only, not the parent organization, if applicable.

Contractor License

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

2.5 Contract/Project Relevant Experience

Proposers are to submit information on a total of four (4) similar or relevant on call contracts or projects. For each contract/project, the Proposer is to complete the *Contract/Project Experience Form* provided in this RFP. Firms should demonstrate experience with at least one (1) on-call contract, one (1) asbestos glove bag abatement, and one (1) full asbestos containment. Projects shall have been completed within the last five (5) years and shall demonstrate a project value range, to the best extent possible.

Contract/Project experience should clearly demonstrate a firm's experience with on-call hazardous abatement services of similar complexity to the types of services under this contract. The experience submitted under this category is to be similar in size, function, setting (higher education and occupied project setting) and complexity to the type of on-call relationship to be formed under this contract. A greater degree of consideration will be provided to demonstrated experience with the majority of these factors applicable. Higher consideration will also be provided if proposed key people were involved in the submitted experience, particularly in the proposed role.

Firm References

Provide a reference contact for each of the four (4) contracts/projects, including contact name, address, telephone number (including extension), and email address for each reference. References are to be from different contracts/projects; that is, only one reference per on-call contract/project is allowed and the reference must be someone from the contract/project owner's organization. One (1) of the four (4) references must be from outside the University. Please be sure that accurate information is provided and that the contact person can speak to your firm's capability in performing the services required. References will be held in the strictest of confidence.

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 Proposer.

All references for the Proposer will be checked as part of the Second Phase Technical Evaluation. Only the short-listed proposers will have their references contacted; however, all proposers responding must furnish this information within their Technical Proposals.

2.6 Key Personnel

These key personnel must be current direct employees of the Proposing Firm and shall have at least five (5) years of experience working on hazardous abatement projects. Submit information for the following individuals:

- one (1) Project Manager, who will act as the single point of contact for task order requests and coordinate the Contractor's response to requests; and
- two (2) individuals designated as Field Superintendents, to be assigned to the Contract if selected.

By submitting the names for consideration under this Key Personnel Section, the Proposer is committing these people (Project Manager & Field Superintendents) to UMBC for this contract's duration. No personnel changes will be permitted without written authorization from the University via a contract amendment issued by UMBC's Procurement Office.

For each individual, provide their educational background; work experience with the proposing firm inclusive of duration, by dates, of employment and positions held; and work experience with Prior Employers, durations, by dates, of employment and positions held. Include applicable information as to licenses and apprenticeships as relevant to demonstrate experience and background for the position.

Provide technical training that has been completed, including any asbestos abatement related training. Include all certifications or licenses that have been received as a result of completed training.

Also provide specific projects that demonstrates experience with abatement work, which are similar to the work to be performed under this Contract. A minimum of three (3) projects performed shall be listed for each person. Provide a concise, detailed description of the project shall be included, if not provided elsewhere in the technical proposal, indicating the type of abatement work performed (i.e., asbestos, lead, mercury, and PCB's), dollar value of project, the nature of the project (i.e., on-call service, renovation, or addition), and job schedule. Indicate the method used for the abatement (i.e., full containment, part containment, glovebag), the setting of the project (i.e., occupied, partially occupied, vacant), and the square footage involved in the project. Provide 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. It is preferred that the projects listed are some of the projects provided under contracts listed under the firm experience.

Evaluation of each person's background and experience will be based on similarity to UMBC's contract. Higher consideration will be given if the Field Superintendents have experience working around research labs, in occupied settings, and with higher education institutions.

Key Personnel References

For each of the specific projects, provide a project reference for each of the proposed key people inclusive of contact person, phone number, and email address. These references are to be project references from projects listed under the individuals project experience, not employment references, as the University is interested in speaking to a Project Owner regarding the person's performance on the project. Proposers must ensure that the information is accurate and complete, and that the reference named can speak to the individual's performance in the role to be assigned on this contract.

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

All references of the Key Personnel will be checked during the Second Phase Technical Evaluation. Only the short listed proposers will have their references contacted; however, all proposers responding must furnish this information within their Technical Proposal.

2.7 Licenses

Include copies of all applicable licenses and certifications for the Firm and Key Personnel.

2.8 Bid/Proposal Affidavit

The Bid/Proposal Affidavit included in this RFP document must be executed by each responding proposer and submitted with the proposer's technical proposal.

EVALUATION PROCESS

3.1 Evaluation Overview

Proposals must meet the requirements as stated in this document. Proposals that fail to meet one or more of the criteria may be ineligible for award. The University may make any investigations deemed necessary to determine the ability of the firm to provide the work as specified herein.

The solicitation evaluation involves an iterative evaluation process through a number of different phases by an evaluation committee. The initial technical evaluation encompasses the review of the written technical proposal. The second technical evaluation incorporates information from the Interview Session and references. The last phase is the review of the price proposal. All firms will be notified if they do not meet the requirements for a particular phase. The final proposal rating will be based on the second phase technical evaluation and the price proposal evaluation. Technical merit will have a much greater weight than cost.

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

3.2 Initial Technical Evaluation - Technical Proposals

An Initial Technical Evaluation of the Technical Proposals will be conducted by a University Selection and Evaluation Committee.

The Committee shall conduct its evaluation of the technical merit of the proposals in accordance with the evaluation criteria. In general, proposals submitted in response to this RFP shall demonstrate that the firm, and in particular the project team, has experience that clearly demonstrates the proposer's knowledge and ability to successfully perform work similar to the work to be performed for this contract. Higher consideration will be provided to firms that demonstrate experience involving projects most similar in size, scope, occupied setting, and complexity, as well as the ability to deliver projects on time and within the cost established for the project. Additionally, higher consideration will be provided to proposers whose company profile and project volume illustrate that the proposer has the resources available to successfully complete the services required for the University's on-call mechanical projects promptly, safely, and efficiently.

Proposals are evaluated to determine which proposal is most advantageous to the University. The process involves applying the evaluation criteria in the RFP. Based on the results of the initial technical evaluation, the University will develop a short list of firms that are deemed most qualified to perform the services required under this Contract who will advance in the procurement.

Those proposers not deemed susceptible of the award and not shortlisted will be advised and will not progress further in the procurement.

3.3 Interview Sessions and Second Technical Evaluation

Upon completion of the evaluation of the written technical proposal, the University will contact shortlisted proposers to schedule an interview at the University. 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. Each firm will be required to have the following key personnel attend the interview: President/Owner or other individual with the Executive role for the contract; Project Manager; and Field Superintendents. Proposers are advised to set aside the entire dates on these individuals' calendars to avoid any conflicts. At the time these sessions are scheduled, the University will confirm in writing with each Proposer the specifics of these sessions, including the date and time. These sessions will be one-hour in duration.

The Interview Session is an opportunity for the proposing firm to convey their background and expertise as it applies to this contract; and to address their understanding of the structure of services required for this contract. The Interview Session also allows the University to meet the Proposer's key personnel, discuss selected categories of the Proposer's Technical Proposal, and clarify the scope of services for the contract.

Following the Interview sessions, a Second Phase Technical Evaluation will be conducted. In the Second Phase Technical Evaluation, all information provided by the Proposer in both the initial technical proposal and the Interview session will be evaluated. A second shortlist will result from this evaluation.

Upon completion of the second phase technical evaluation, proposers will be notified as to the results; that is, whether their firm is included or not on the second shortlist. Further information may be requested by the University during the technical evaluation process and a Best & Final Technical phase may be conducted.

3.4 Price Proposal

After completion of the Second Technical Evaluation, only Proposers who remain shortlisted based on the second phase technical evaluation will be requested to submit a Price Proposal. The form for the Price Proposal will be provided at the time that firms are shortlisted and scheduled for an Interview.

The price 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.

The Price Proposal Form shall be filled out completely inclusive of the attachments. Please note, that no changes, alterations or additions to the Price Proposal Form are permitted. Price Proposals will not be opened publicly. The Price Proposal, if submitted by an individual, shall be signed by the individual; if submitted by a partnership or joint venture, shall be signed by such member or members of the partnership or joint venture as have authority to bind the partnership or joint venture; if submitted by a corporation, shall be signed by an officer, and witnessed. If the Form is not signed by an officer, a copy of the portion of the by-laws or board resolution, duly certified by the corporate secretary, must be attached that shows the authority of the person that signed on behalf of the corporation.

Quoted labor and material rates will be analyzed and evaluated based on sample projects. The University will not be providing an excel spreadsheet of these sample projects for proposers to complete and submit with the price proposal.

The University may elect to request Best & Final Price Proposals.

GENERAL INFORMATION

4.1 Due Date and Time

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.

Price Proposals will only be requested from those proposers who are shortlisted following the second phase technical evaluation. The due date for Price Proposals will be finalized upon completion of the technical evaluation; however, the University anticipates the price proposal due date to be as provided in the Solicitation Schedule.

Proposers shall allow sufficient time in submitting responses to the RFP to ensure timely receipt by the Issuing Office via the 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.

4.2 Late Proposals

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

4.3 Multiple/Alternative Proposals

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

4.4 Modifications and Withdrawals of Proposals

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

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

4.5 Pre-Proposal Conference

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

4.6 Issuing Office

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

University of Maryland, Baltimore County
Department of Procurement & Strategic Sourcing
Administration Building, 7th Floor
1000 Hilltop Circle
Baltimore, Maryland 21250

All questions on this procurement are to be directed via email to the following individual:

Rafael Espinoza: espinoza@umbc.edu

4.7 Questions, Inquiries, Clarifications, and Addenda

Questions and inquiries shall be submitted to the Issuing Office no later than the date and time indicated in the Solicitation Schedule.

Should a Proposer find discrepancies in the RFP documents, or be in doubt as to the meaning or intent of any part thereof, the Proposer must, prior to the question deadline listed in the Solicitation Schedule, request clarification in writing from the Issuing Office, who will issue a written Addendum to the Contract. Failure to request such clarification is a waiver to any claim by the Proposer for expense made necessary by reason of later interpretation of the RFP documents by the University. Requests shall include the RFP number and name.

Oral explanations or instructions will not be binding; only written Addenda will be binding. Any Addenda resulting from these requests will be posted on the University's bid board. The Proposer shall acknowledge the receipt of all addenda in the Acknowledgement of Receipt of Addenda Form.

4.8 Site Investigation

By submitting a proposal, the Proposer acknowledges that the Proposer has investigated and been satisfied as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, and electric power. Any failure by the Proposer to become acquainted with the available information will not relieve the Proposer from responsibility for estimating properly the cost of successfully performing the work. The University shall not be responsible for any conclusions or interpretations made by the Proposer of the information made available by the University.

4.9 Right to Reject Proposals and Waive Irregularities

The University reserves the right to reject either all proposals after the opening of the proposals but before award, or any proposal, in whole or part, when it is in the best interest of the State of Maryland. For the same reason, the University reserves the right to waive any minor irregularity in a proposal.

4.10 Cancellation of the RFP

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

4.11 Proposal Acceptance

The University reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP; to waive minor irregularities; or to negotiate with all responsible proposers, in any manner necessary, to serve the best interest of the University. Further, the University reserves the right to make a whole award, multiple awards, a partial award, or no award at all.

4.12 Confidential/Proprietary Information

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

Proposals are not publicly opened. Proposers must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret. It is not enough to preface the entire proposal with a proprietary statement.

4.13 Financial Disclosure by Persons Doing Business with the State

Proposers providing materials, equipment, supplies or services to the University must comply with Section 13-221 of the State Finance & Procurement Article of the Annotated Code of Maryland which requires that every business which enters into contracts, leases or other agreements with the University and receives in the aggregate \$200,000, or more, during a calendar year shall, within 30 days of the time when the \$200,000 is reached, file with the Secretary of State a list containing the names and address of its resident agent, each of its officers, and any individual who has beneficial ownership of the contracting business.

4.14 Arrearages

By submitting a response to this solicitation, a firm shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits and that it shall not become so in arrears during the term of the contract if selected for contract award.

4.15 Incurred Expenses

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

4.16 Debriefing of Unsuccessful Proposers

A debriefing of an unsuccessful proposer shall be conducted upon written request submitted to the procurement officer within 10 days after the proposer knew or should have known its proposal was unsuccessful. The debriefing shall be limited to discussion of the unsuccessful proposer's proposal only and shall not include a discussion of a competing proposer's proposal. Debriefings shall be conducted at the earliest feasible time. A summarization of the procurement officer's rationale for the selection may be given.

4.17 Maryland Public Ethics Law

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

If the proposer has any questions concerning application of the State Ethics Law to the proposer's participation in this procurement, it is incumbent upon the proposer to seek advice from the State Ethics Commission: Executive Director, State Ethics Commission, 45 Calvert Street, 3rd Floor, Annapolis, Maryland 21401, 410-260-7770, 877-669-6085.

The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the proposer to obtain advice from the State Ethics Commission and may reject a bid or proposal that would result in a violation of the Ethics Law.

The resulting contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the vendor or any State of Maryland employee in connection with this procurement.

4.18 Use of Affiliates to Avoid Taxation on Income from State Contracts

Contractor agrees that it will not reduce its income subject to tax by claiming a deduction for royalty or similar payments for trademarks, trade names, or intangible property that shift income from the contractor to an affiliated entity that does not file Maryland income tax returns. Contractor agrees that any affiliated entity receiving such payments is doing business in Maryland and is required to file Maryland income tax returns. Contractor agrees that during the course of this contract: (1) it shall not make any such royalty or similar payments to any affiliated company; but (2) if any such royalty or similar payments are made, contractor and the affiliated company shall file separate Maryland income

tax returns and pay their respective Maryland income taxes in such a manner that contractor may claim a deduction against Maryland income tax for such payments only if the affiliated company receiving the royalty or similar payment files its Maryland income tax return and pays Maryland tax, under a formula that reasonably apportions the income of the affiliated company among the states, including Maryland, in which the contractor does business. Contractor agrees that it is authorized to bind its affiliated entities to the terms hereof.

4.19 Payments to Contractors by Electronic Funds Transfer

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

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

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

<https://www.marylandtaxes.gov/divisions/gad/eft-program.php>

4.20 Minority Business Enterprise Notice

There is no Minority Business Enterprise (MBE) goal or any associated sub-goals for the on-call contract. MBE subcontractor participation goals and sub-goals shall be established, as applicable, on task orders. Firms shall be required to complete the MBE forms that are issued with a task order.

Notwithstanding the above, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications on all task orders.

4.21 Insurance Requirements

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

The selected Contractor shall secure, pay the premiums for, and keep in force until the expiration of the term of the contract, including renewals, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under the contract:

- Comprehensive General Liability Insurance including all extensions:
 - \$2,000,000 each occurrence;
 - \$2,000,000 personal injury;
 - \$2,000,000 products/completed operations;
 - \$2,000,000 general aggregated
- Workers Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland
- Owner's Landlord's and Tenant's and Contractor's bodily injury liability insurance, with limits of not less than \$500,000 for each person and \$2,000,000 for each accident
- Property damage liability insurance with a limit of not less than \$2,000,000 for each accident
- Automobile bodily injury liability insurance with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident, and property damage liability insurance, with a limit of not less and \$2,000,000 for each accident

At the time the contract is made, the Contractor shall provide the University with evidence of payment in full of the above insurance coverage throughout the entire term of this contract. Any renewal term under the contract shall also include evidence of payment in full of the above insurance coverage through the entire term of the renewal.

The Contractor shall furnish the University with a certificate of insurance as evidence of the required coverage. For all insurance, except for worker's compensation, the insurance certificates shall specifically identify the materials and equipment, and shall name the University of Maryland, Baltimore County, the University System of Maryland, and the State of Maryland as an additional insured.

The Contractor shall not start work under the awarded contract until the Contractor has obtained at its own expense all of the required insurance and the insurance coverage has been approved by the procurement officer; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required by the subcontract has been obtained and approved by the Contractor and University of Maryland, Baltimore County. Approval of insurance required of the Contractor and subcontractors for the University will be granted only after submission to the University of original

certificates of insurance signed by an authorized representative of the insurers or, alternately, at the University's request, certified copies of the required insurance policies.

The Contractor shall require all subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers Compensation, in the same manner, including the additional insured requirements as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the University immediately upon request.

Contractor shall be as fully responsible to University of Maryland, Baltimore County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by Contractor.

All required insurance policies shall be endorsed to include the following provision; "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until forty-five (45) days prior written notice has been given to the University of Maryland, Baltimore County".

No acceptance or approval of any insurance by the University of Maryland, Baltimore County shall be construed as relieving or excusing the Contractor, or the surety or bond, if any, from any liability or obligation imposed upon either or both of them by the provision of the Contract Documents.

The required insurance coverage shall be in force throughout the Contract Term. Should the Contractor fail to provide acceptable evidence of current insurance within ten (10) days of receipt of written notice at any time during the contract term, the University shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the University for the entire additional cost of procuring substitute performance and the cost of performing the incomplete portion of the Contract at time of termination.

All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the University. The insurers must have a policy holders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.

ATTACHMENT A

TECHNICAL PROPOSAL FORMS

Contract/Project Experience Form

Acknowledgement of Receipt of Addenda Form

Bid Proposal Affidavit

Contract/Project Experience Form

Proposer: _____

Dates for the On-Call Contract/Project: _____

On-Call Contract/Project Owner: _____

Owner Contact Name: _____

Owner Contact Title: _____

Owner Contact Email Address: _____

Owner Contact Telephone number (including extension): _____

Owner Address: _____

Contract/Project Value: _____

Range of Project Value for On-Call Contracts: _____

Structure of the Contract/Project Value (Time & Material or Lump Sum): _____

Proposer personnel that performed projects on On-Call Contract or were assign to the Project:

Describe the buildings where work was performed under the Contract or for the project, including the number of stories in the building, the square footage, and hours of building operation: _____

Type of Hazardous Material removed:

____ Asbestos ____ Lead ____ PCBs ____ Random Gas ____ Other: _____

If the project or work involved asbestos, provide detail about the work and indicate the type of asbestos removed (fittings, piping, duct work, spray on, ceiling tile, floor tile, etc.) and the method of abatement used (full containment, mini-enclosure, glovebag, etc.), including total amount involved:

Was the building occupied during the work/progress? If so, was the project phased to accommodate the occupants of the building? Did the building remain fully operational during the project? Provide detail as to the schedule of work that includes the hours that were worked, the number of shifts for the project, and any necessary coordination with building occupants.

Additional Comments:

RFP NO.: BC-21222-E

RFP FOR: ON CALL HAZARDOUS MATERIALS ABATEMENT SERVICES

TECHNICAL PROPOSAL DUE DATE: March 31, 2021 on or before 11:59 p.m.

NAME OF PROPOSER: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No. _____ dated _____

Signature _____

Printed Name _____

Title _____

Date _____

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):

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):
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-
-

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

I. 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)