



REQUEST FOR PROPOSAL
FOR
TRANSIT BUS MAINTENANCE AND REPAIR SERVICES

RFP NUMBER: BC-21249-VP

ISSUED: OCTOBER 20, 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:

Transportation Services
University of Maryland, Baltimore County
1000 Hilltop Circle
Baltimore, MD 21250

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SOLICITATION SCHEDULE

Issue Date	Wednesday, 10/20/2021
Pre-Proposal Meeting	Monday, 11/1/2021 at 11:30 am UMBC – Transportation Warehouse B – Room 113
Deadline for questions for Technical Proposal	Monday, 11/15/2021, by 4:30 pm
Technical Proposal Due Date	Monday, 11/22/21, on or before 11:59 pm
Submit Technical Proposal to UMBC Box:	Proposa.5ar6zy9qmsbiu2kt@u.box.com
Interview Sessions for Shortlisted Firms	Friday, 12/17/2021
Price Proposal Due Date	Monday, 1/10/2022, on or before 11:59 pm
Submit Price Proposal to UMBC Box:	Price_R.wqzky8i4hx8i6f3f@u.box.com

SECTION I

SCOPE OF SERVICES

1.1 Introduction

The University of Maryland, Baltimore County is requesting proposals from qualified firms to provide complete service and repair of the University's bus fleet, including all parts and labor.

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 Scope of Services

The selected firm shall provide complete service and repair of the campus bus fleet, including all parts and labor at the firm's place of business. Service shall be completed promptly and efficiently within specified preventative maintenance schedules to minimize down time. Routine preventative maintenance shall also be performed on each vehicle at prescribed intervals to ensure the fleet remains safely running.

A list of the current UMBC vehicles to be serviced is provided as Exhibit A.

1.4 General Requirements

The selected firm shall be responsible for the service and repair of UMBC's transit fleet inventory provided in Exhibit A. UMBC shall be provided with a single point of contact to coordinate all necessary work. The firm shall hold a current valid Automotive Service Excellence (ASE) Certification with liability insurance coverage and belong to a network to allow for the utilization of other ASE certified firms for instances that emergency service is required when the bus is out of the firm's repair range.

All routine repairs shall be completed within three (3) business days (excluding holidays). If more than three (3) days are required to complete the necessary repairs, the firm shall request an extension of time and receive approval from the University's representative prior to starting the repairs.

Major repairs shall be completed within seven (7) business days (excluding holidays). Major repairs are defined as work that requires non-inventoried parts to be ordered or to be performed by a subcontractor, such as repairs that involve engine/transmission or air conditioning. If more than seven (7) days are required to complete major repairs, the firm shall request an extension of time and receive approval from the University's representative prior to starting the repairs.

In the event a bus becomes disabled on the road, the selected firm shall provide roadside assistance. If the bus is located out of the firm's repair range, the firm shall utilize another member of the ASE certified network to provide service.

The selected firm shall have experience repairing the following brands of buses: Setra (now MCI), Van Hool, Gillig, Ford, New Flyer, Chevy (Arboc, Arboc Hybrid, Tahoe, and a sedan). All work shall be performed in accordance with all applicable Federal, State, and local safety codes and transportation regulations.

All repair and service work shall be warrantied for a minimum of 90 days/3,000 miles, including all repair and service work performed by a subcontractor. Any repair work deemed unsatisfactory by the University's representative shall be promptly corrected by the firm at no cost to the University.

The firm shall monitor bus usage to ensure compliance with the State of Maryland bus inspection requirements. The firm shall complete and execute all necessary paperwork for inspection.

1.5 Repair Facility Requirements

The repair facility shall be an established, operational facility that has regularly engaged in the business of providing maintenance and repair services for all phases of bus fleet for a minimum of five (5) consecutive years. The selected firm shall be responsible for the pick-up and delivery of buses from the campus. As a result, the firm's repair facility shall be within a 50-mile radius of the UMBC bus yard located on the main campus.

The firm's facility shall be equipped with all tools, diagnostic equipment, parts, and supplies necessary for servicing and repairing the University's bus fleet on firm's site. All repair parts shall be new or rebuilt and meet or exceed original equipment manufacturer (OEM) quality. The University's representative must authorize use of used parts prior to repair. Once approved, the firm may use the same used part for future repairs.

All oils and lubricants shall meet or exceed vehicle manufacturer specifications.

All used or replaced parts shall be returned to UMBC for inspection prior to disposal.

Disposal of all fluids and used parts shall be disposed of in a safe and legal manner, without additional cost charged to the University.

The selected firm shall use a secure parking area for the buses that are being repaired or serviced.

The UMBC representative shall have the right to inspect buses being repaired at the firm's facility.

1.6 Reporting Requirements

The University will provide the firm with a monthly mileage information for each bus on the 15th of each month for the prior month. After receipt of the mileage information, the firm will provide the University with a monthly list of buses requiring service by the 1st of every month based on the mileage

The repair order shall be completed at the time of repair or service, showing the date of repair, parts used, part number and costs, labor hours, labor rates, work performed, vehicle number and mileage. The repair order must be signed by the UMBC Transit Department personnel. A copy of the completed and signed repair order is to be provided to the University for each service with the invoice.

1.7 Contract Term

The contract shall be awarded for an initial contract period of three (3) years, with two (2) additional two-year renewal terms at UMBC's sole discretion. It is anticipated that the contract term will begin on January 15, 2021.

SECTION II

TECHNICAL PROPOSAL SUBMITTAL FORMAT

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.

2.2 Organization of Proposal

Proposals shall be organized in the following format:

- Title Page
- Company Profile
- Firm's qualifications and relevant experience
- References
- Key Personnel
- Work plan / Maintenance Schedule
- Unique qualifications
- Required forms (certification, affidavit, acknowledgement of addenda)

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 telephone number and email address, and the date of submission. The page shall also state the RFP title and number.

2.4 Company Profile

Provide a firm overview, including size, revenue, services provided, and business outlook. Detailed information about the number of employees involved in providing transit bus maintenance and repair services, the experience and background of personnel, and the corporate structure. Provide information about the length of time the firm has been providing transit bus maintenance and repairs, as well as the location of the firm headquarters and location of office that will provide services to UMBC.

2.5 Firm's Qualifications and Relevant Experience

Provide information on three (3) similar contracts that demonstrate experience in the repair and services to be provided to UMBC. Include the brands of buses that are covered under each contract, the method of transport used for the repair, and the type of service/repair that is covered. Provide reference information for each of these contracts to include the name and address of the client, the contact person for the client, the title of the contact, telephone number, email address, and service dates. Services shall have been provided for at least two (2) years.

2.6 Bus Transport

Provide information as to the method of transport that will be used for bus repair. Detail any differences to be used if a bus is to be repaired versus regular maintenance.

2.7 Work Plan/Maintenance Schedule

Provide a detailed preventative maintenance schedule for each type of bus listed in Exhibit A. Describe the processes to be followed for both types of service (maintenance and repair), and emergency services.

Emergency repairs may need to be performed at the UMBC bus yard at 1000 Hilltop Circle, Baltimore, Maryland 21250 or on the roadside. Provide the procedure for responding to calls for on-site or roadside emergency repairs and the estimated anticipated response time. Detail the process for the use of the ASE certified network if the bus is located outside of the repair range.

2.8 Unique Qualifications

Highlight any specific qualifications that would make your firm uniquely qualified to provide transit bus maintenance and repair services for the University. Describe any other innovative services you would propose to the University to enhance services to be provided. Provide relevant examples of other clients where you have instituted such practices.

2.9 ASE Certification

Provide a copy of the firm's ASE certification certificate and certificate of insurance with liability.

SECTION III 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 few 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. 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 short listed 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 short listed 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 key personnel attend the interview. Proposers are advised to set aside the entire dates on this individual's calendar 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.

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

SECTION IV 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 per the RFP. The due date for Price Proposals will be set upon completion of the technical evaluation, however, the University anticipates the price proposal due date to be as provided in the Solicitation Schedule.

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

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 is strongly recommended as clarifications may be provided.

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 individuals:

Donna von Paris: Dvonparis@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 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.

4.9 Cancellation of the RFP

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

4.10 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.

4.11 Confidential/Proprietary Information

Proposers should give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by the State under the Public Information Act, General Provisions Article, Title 4 of the Annotated Code of Maryland. Proposals are not publicly opened. Proposers must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret. It is not sufficient to preface the entire proposal with a proprietary statement.

4.12 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.

4.13 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.

4.14 Incurred Expenses

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

4.15 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.

4.16 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.

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

Firm 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 firm to an affiliated entity that does not file Maryland income tax returns. Firm agrees that any affiliated entity receiving such payments is doing business in Maryland and is required to file Maryland income tax returns. Firm 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, firm and the affiliated company shall file separate Maryland income tax returns and pay their respective Maryland income taxes in such a manner that firm 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 firm does business. Firm agrees that it is authorized to bind its affiliated entities to the terms hereof.

4.18 Payments to Firms 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 firm for this Contract and any other State payments due firm unless the State Comptroller's Office grants the firm 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>

4.19 Insurance Requirements

The selected firm 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 firm, employees, or agents, of the services covered by the contract.

The selected firm 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 firm 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 firm'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 firm 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 firm 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 firm shall not start work under the awarded contract until the firm 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 Firm allow any Sub-contractor to start work on any subcontract until all insurance required by the subcontract has been obtained and approved by the Firm and University of Maryland, Baltimore County. Approval of insurance required of the firm and Sub-contractors 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 firm shall require all Sub-contractors 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 firm. The firm shall furnish Sub-contractors' certificates of insurance to the University immediately upon request.

Firm shall be as fully responsible to University of Maryland, Baltimore County for the acts and omissions of the Sub-contractors and of persons employed by them as it is for acts and omissions of persons directly employed by firm.

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 firm, 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 firm 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 firm, and the firm 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.

EXHIBIT A

UMBC Transit Fleet Inventory as of October 1, 2021

Fleet #	Year	Brand	Type	Current Age	Actual Mileage
S086	2004	Setra	High Floor Coach	17	229253
S087	2004	Setra	High Floor Coach	17	246683
S174	2004	Setra	High Floor Coach	17	204823
117	2017	Van Hool	High Floor Coach	4	21979
217	2017	Van Hool	High Floor Coach	4	20645
317	2017	Van Hool	High Floor Coach	4	20733
209	2009	FordE350	Starcraft	12	255282
210	2010	FordE350	Starcraft	11	202151
113	2013	FordE350	Starcraft	8	210767
107	2007	Gillig	Low Floor	14	348362
207	2007	Gillig	Low Floor	14	318454
307	2007	Gillig	Low Floor	14	272573
111	2011	ChevyArboc	Low Floor	10	184061
211	2011	ChevyArboc	Low Floor	10	181961
311	2011	ChevyArboc	Low Floor	10	181800
411	2011	ChevyArboc	Low Floor	10	167101
511	2011	ChevyArboc	Low Floor	10	191174
611	2011	ChevyArboc	Low Floor	10	165653
711	2011	ChevyArboc	Low Floor	10	153681
811	2011	ChevyArboc	Low Floor	10	156396
119	2019	Chevy Arboc Hybrid	Low Floor	2	6761
219	2019	Chevy Arboc Hybrid	Low Floor	2	2344
319	2019	Chevy Arboc Hybrid	Low Floor	2	6623
419	2019	Chevy Arboc Hybrid	Low Floor	2	6669
115	2015	New Flyer	Low Floor	6	48821
215	2015	New Flyer	Low Floor	6	57320
T1	2018	Chevy Tahoe	SUV	3	8199
T2	2018	Chevy Tahoe	SUV	3	8931
T3	2012	Chevy	Sedan	9	31676

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

RFP NO.: BC-21249-VP

RFP FOR: TRANSIT BUS MAINTENANCE AND REPAIR SERVICES

TECHNICAL PROPOSAL DUE DATE: November 22, 2021 on or before 11:59 p.m.

NAME OF PROPOSER: _____

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

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

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 Sub-contractors 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, Sub-contractor, 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 Sub-contractors, 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 firm 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):

 _____.

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)