



REQUEST FOR PROPOSAL
FOR
ON-CALL DOOR REPAIR AND MAINTENANCE SERVICES

RFP NUMBER: BC-21369-J

ISSUED: March 26, 2024

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:

Facilities Management
University of Maryland, Baltimore County
1000 Hilltop Circle
Baltimore, MD 21250

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SOLICITATION SCHEDULE

Issue Date	Tuesday, 3/26/2024
Pre-Proposal Conference	N/A
Pre-Proposal Conference Location	N/A
Site Visit	Wednesday, April 3, 2024 at 9am Vendors to meet in Facilities/Maint Lock Shop
Deadline for questions for Initial Technical Proposal	Friday, 4/12/24 on or before 4:30 pm.
Initial Technical Proposal Due Date	Friday, 4/19/24 at or before 11:59 pm.
Submit Initial Technical Proposal to UMBC Box:	Technic.gt134mz682jkccnj@u.box.com
Interview Sessions for Shortlisted Firms	Tentative for Wk. of 4/22/24
Price Proposal Due Date	Monday, April 29, 2024 at or before 11:59 pm

SECTION I

SCOPE OF SERVICES

1.1 Introduction

The overall purpose of this RFP is to provide information to vendors interested in preparing and submitting proposals to meet the requirements for the On Call Door Repair and Maintenance Contract as described herein. Proposals received will be for the services specified herein or attached hereto under the terms, conditions and general specifications of this proposal.

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.

1.3 Scope of Services

Interior, exterior and Automatic ADA doors

The On call contract for interior, exterior and automatic ADA doors will include Installation, Maintenance and Repair of all interior and exterior door types and door components listed but not limited to:

- Steel and wood doors
- Steel and wood door frames
- Trim
- Door closers
- Locks – mortise, cylinder, deadbolts, etc.
- Exit devices (panic bars)
- Door handles and door pulls
- Push plates
- Thresholds
- Door bumpers/stops
- Electronic locks and strikes
- Vertical rods
- Kick plates
- Door louvers

- Door windows
- Weather-stripping
- Door hinges: residential, commercial, continuous, electrified
- Flush bolts
- Surface bolts
- Storefronts
- Pivot hinges
- Astragals
- Door holders
- Door silencers
- Door sweeps
- Filler plates
- Hinge reinforcements
- Corner guards
- Strike plates
- Pneumatic operators
- Automatic openers – electric
- ADA buttons
- Wiring
- PM of doors

PM Automatic ADA doors and entrances

On a quarterly basis survey, all Automatic ADA doors and entrances listed on the inventory list for the following and make repairs as needed:

- ADA button operation
- Closer speed to meet ADA guidelines
- All hardware secure and lubricated (i.e. hinges, screws, closer parts, etc.)
- Check function of any electric strikes
- Door engages properly with strike
- Exit devices functioning properly

SEE ATTACHMENT B – Master Doors List

1.4 Mandatory Requirements

1. Proposing Firm must be in business for a minimum of five (5) years performing installation, repair and preventative maintenance on interior, exterior and automatic ADA doors.
2. Proposing Firm's Mechanic must have a minimum of three (3) years of experience performing installation, repair and preventative maintenance on interior, exterior and automatic ADA doors and entrances.

3. Proposing Firm's Mechanic must be BHMA certified (American National Standard for Power Operated Pedestrian Doors).
4. Proposing Firm must possess a current license to perform work in Maryland under this contract.

1.5 Preventative Maintenance Plan

1. WORKING HOURS:

The Contractor shall perform planned preventive maintenance procedures during the normal working hours of the Maintenance Department, 7:30 A.M. to 4:00 P.M. Contractor to coordinate scheduled preventative maintenance work with UMBC Project Manager.

2. ACCEPTANCE OF THE DOORS AND HARDWARE IDENTIFIED UNDER THIS SERVICE CONTRACT:

It shall be clearly understood by all interested offers that the intent of this Contract is to provide a preventive maintenance and service program based on Items 3a) through 3f) including materials, parts, labor, and equipment necessary to keep all doors and equipment in full operating capability/condition for items listed in Section III, Item B below.

The repair, replacement, and emergency service provisions apply only to the equipment covered by this Contract.

3. PREVENTATIVE MAINTENANCE:

- a) On a quarterly basis, the Contractor will inspect and perform preventative maintenance on all Automatic ADA doors and entrances listed on the inventory list located in Section III, Item B. which shall include, but not be limited to those items recommended by the manufacturers or listed below:
 - ADA button operation
 - Closer speed to meet ADA guidelines
 - All hardware secure and lubricated (i.e. hinges, screws, closer parts, etc.)
 - Check function of any electric strikes
 - Door engages properly with strike
 - Exit devices functioning properly
- b) Each preventative maintenance service task shall include a prepared service report based on the Building List Preventative Maintenance detailing exactly what tasks were performed with the date and time of performance

required to maintain the interior, exterior, automatic ADA doors and entrances are working as designed.

- c) The Contractor shall replace worn, failed, or doubtful components and parts.
- d) If additional repairs are recommended that are not covered under routine preventative maintenance, the Contractor shall submit a price quote to the University for approval.
- e) The Contractor shall note that the list is outlined in this Section III, Item B and is intended to serve as a general guide, and is by no means an extensive list.
- f) The Contractor shall carry out the preventive maintenance program in accordance with the original manufacturer's operation and maintenance manuals.

1.6 Response to Service Calls

1. DEFINITION OF SERVICE CALLS:

A service call is defined as any call the University makes to the Contractor to report a malfunction of any part, component, system, or sub- system, which has or had the potential to disrupt the operation of the door and hardware or personnel safety. These calls may be made during normal business hours. The Contractor shall dispatch a Tech next business day to address the issue(s).

2. SERVICE AND MATERIALS:

- a. Workmen responding to a service call during normal hours, shall unless otherwise directed, report to the UMBC Lock Shop in the Facilities Management Building located at 1000 Hilltop Circle, Baltimore Maryland 21250.

1.7 Additional General Requirements

- 1. Related Document: The general provisions of the Contract, including all attached/referenced documents apply.
- 2. Upon the completion of every service visit, including preventive maintenance, emergency service and inspections, the Contractor shall submit a written report and job ticket to the UMBC Lock Shop during normal hours and the Central Plant Engineers Office during off-hours, detailing items which shall include, but not be limited to the following:
 - 2.1 Show date, building and floor location, starting and completion time of the repair and identify the specific interior, exterior, automatic ADA doors and/or entrance.
 - 2.2 State the purpose of the visit indicating whether the visit was for preventive

maintenance, emergency service, inspections or some purpose other than these.

- a) For preventive maintenance calls, details exactly what tasks were performed, what materials and replacements were provided, and the amount of time required to perform the tasks. Make comments as to the general condition of the system.
- b) For inspections, note what items of equipment were inspected. Detail any tests that were performed on each item, and make statements as to the condition of each item with regard to the inspection and/or test.

2.3. Make a “Bottom Line” statement as to the status of the equipment, such as “work completed” “on hold for components,” etc.

1.8 Materials

The Contractor shall replace worn, failed and doubtful components and parts. Replacement parts, materials and supplies provided during preventive maintenance or emergency services shall conform to the manufacturer’s part number for the particular equipment except in the event that the part number is superseded by a more recent one, the most recent shall be provided.

1.9 Equipment and Labor Activity

The Contractor shall provide all equipment, tools and materials necessary to perform the work specified in this RFP Document.

If any strike, boycott, picketing, work stoppage or slowdown or other labor activity directed against the Contractor at UMBC, which result in the curtailment or discontinuation of services performed under this Contract, UMBC shall have the right to cause the work to be performed by another Company of Agency during said period at the cost of the Contractor.

1.10 Additional Information

1. PAYMENT TO THE CONTRACTOR:

Invoicing: The Contractor awarded the contract to provide all services defined in this RFP will invoice UMBC Accounts Payable in four equal monthly installments for all preventative maintenance work defined herein. Any additional work provided under this contract requires University approval, and will be invoiced separately.

2. PERFORMANCE BONDS:

The successful proposer shall furnish within ten (10) days after notification of award, a Performance Bond in the full amount of the Contract Price.

1.11 Transition of Services

If this contract terminates for any reason, including termination for cause, convenience, or at the end of the term, and the Contractor is not awarded the next contract, the Contractor shall assist the University in the transition of services to the new firm as required. The Contractor shall not be paid the final invoice until the completion of the successful transition.

1.12 Term of Contract

The initial contract term shall be for a period of three (3) years beginning approximately May 1, 2024 and ending April 30, 2027. The University shall have the option to renew the contract for Five (5) additional One-year renewal terms which will be exercised at the sole discretion of the University.

For a Multi-Year Contract or any contract where pricing adjustments may be contemplated during the contract term or subsequent renewal options, it will be the responsibility of the Contractor to request a price increase, if any, at least ninety (90) days prior to the end of the then current contract term. Any price increase not received by that time, will *not* be considered and pricing in the renewal term will remain as stated during the just completed contract term. A price increase, if any, will be considered for the quoted hourly rates only, and shall not exceed the consumer price index for “All Urban Consumers” as published by the U.S. Department of Labor Statistics. For purposes of calculating the potential increase, the Consumer Price Index for the period ending on June 30th will be used. For example, if the contract term ends March 2026, the price index for the period ending June 30, 2025 will be used. Statistics will be referenced as a *cap* for negotiating purposes only. Contractor is not to assume that any price increase will be applied to yearly renewals, as this is at the sole discretion of the University.

END SECTION 1

SECTION II

TECHNICAL PROPOSAL SUBMITTAL FORMAT

A. TRANSMITTAL LETTER

A transmittal letter prepared on the vendor's business stationery should accompany the proposal. The purpose of this letter is to transmit the proposal; therefore, it should be brief. An individual authorized to bind the firm to all statements, including services and Price offers, contained in the proposal, must sign the letter.

B. TWO VOLUME SUBMISSION

The selection procedure for this procurement requires that the technical evaluation of the proposals is conducted before the price proposals are distributed to the Evaluation and Selection Committee. Consequently, each proposal **must be submitted as two separate volumes** as indicated below. **Failure to do so may constitute disqualification of a vendor's proposal.**

C. VOLUME I – TECHNICAL PROPOSAL

This volume should be prepared in a clear and precise manner. It should address all appropriate points of this RFP except Price information. This volume consists of and **must** contain the following sections:

1. Applicable Completed Forms
2. Letter for Performance Bond
3. Certification to provide insurance as required
4. Bid/Proposal Affidavit

Items # 1 through # 4 listed below are considered “Desirable” (D) for purposes of evaluation.

1. Key Personnel:

- 1.1 Provide the names of **two (2) Mechanics** who will be assigned to the On Call Door Repair and Maintenance at UMBC, if awarded this contract. The **Mechanic** is defined as the person who will be servicing the account and who will be the University's primary point of contact. The Mechanic for this contract must be a direct employee of the proposing firm and must speak English. Provide **Key Personnel information** including their qualifications, number of years with the firm, and prior experience inclusive of the role the person played on other contracts.

- 1.1.1 Provide the name of **one (1) Back-Up Mechanic** in case of illness or vacation who will be assigned to the On Call Door Repair and Maintenance at UMBC, if awarded this contract.
- 1.1.2 Provide three (3) references (on the individuals provided in 1.1 above) on the **Mechanic**. Such references must be able to comment on the person's performance in the role assigned in this proposal. All references will be held in the strictest confidence.

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

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

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

All three (3) Mechanics shall have at least three (3) years of experience working on contracts of this type.

Note -Personnel Commitment: By submitting the name of the Mechanic proposed for consideration under this Key Personnel Section, the Proposer is committing this person to UMBC for this contract's duration if awarded the project. No personnel changes will be permitted without written authorization from the University via a contract amendment issued by UMBC's Procurement Office.

- a. Provide **Staffing information** including a list of personnel who will perform work under the contract, showing the length and type of experience and certifications of such personnel.

2. Firm Experience:

- 2.1 Provide "**Experience information** for **three (3) contracts** where these services have been performed within the last three (3) years; and provide the dollar value of each contract. All are to be **similar in size and scope** to The University of Maryland Baltimore County, with higher consideration being given to any contract performed in a **higher academic environment**.

List the following on each:

Name and address of contract location; Number of years the contract has been in place;
Owner's name, address, telephone and contact person

Brief description of the scope of the contract and the services performed by your firm;
Name(s) of the responsible personnel within your organization who manages the contract.

- 2.2 **References:** Provide at least **three (3) references** (preferably those from the experience list above in 2.1) of contract locations where these services have been performed within the last three (3) years. Provide contact name, address, telephone number and account name and location for each reference. It is **imperative** that **accurate** contact names and phone numbers be given for the contracts listed. All references should include a contact person who can comment on the firm's ability to handle a contract of this type.

The University will check all submitted Firm references. Only the firms who achieve the minimum required score or better will move forward to the Pricing Phase. However, all firms responding must provide this information within their **Technical Proposals due on Friday, April 19, 2024 by 11:59 PM**. The University reserves the right to verify all information given if it so chooses, as well as, to check any other sources available including itself even if not provided as a reference by the Proposer. Such references will be held in the strictest confidence.

3. **Company Profile/Background Information:** Provide **Company Profile information** including a description of your company and its history, as well as, the management and ownership structure.
4. **Performance Bond:** The successful Contractor shall furnish a Performance Bond in the amount of one hundred (100%) of the total estimated first year Contract price. At the effective date of any continuation of the initial term and/or renewal term, the contractor shall furnish a Performance Bond applicable to the next 12- month period of the term, increased or decreased by the percentage that the estimated first year cost would be adjusted over the preceding year.

All firms responding to this solicitation with a Price Proposal **MUST** have a **letter from their Bonding Company** stating that they have the capability to provide the Performance Bond as required for this procurement; and will do so within seven days of notification of award.

5. **Completed Bid/Proposal Affidavit** (found in **Technical Forms below**).
6. **Insurance:** Provide a Certificate of Insurance verifying your firm's coverage for comprehensive general liability, worker's compensation, and automobile liability
7. **Acknowledgement of Receipt of Addenda Form:** (found in **Technical Forms below**)

In the event addenda to the solicitation documents are issued prior to the due date and time for proposals, this form is to be completed and enclosed with the proposal.

Any other information that may be relevant but does not fall in the above format should be provided as an addition to this volume. Minor irregularities in the proposals, which are deemed immaterial or inconsequential in nature, may be waived whenever it is determined to be in the best interest of the University.

If company literature or other publications are included and intended to respond to an RFP requirement, the response in this volume should include reference to the document name and page.

Technical volumes containing no such citations will be considered complete and without need to refer to other documents, i.e., the Evaluation and Selection Committee will not be required to refer to any additional documents for the vendor responses to RFP requirements during the evaluation process.

D. VOLUME II – PRICE PROPOSAL

This volume must be submitted separate and apart from the technical volume. The envelope shall have the Proposer's name, the contract name and the RFP number prominently displayed, together with the words "PRICE PROPOSAL". It must contain the following:

1. **Price Proposal Form:** Complete the Price Proposal Form in **Attachment A when requested**. The Price Proposal shall be filled out **completely** in ink or typed. Any erasures and/or alterations to the Proposer's pricing shall be initialed in ink by the signer. **Please note, however, that no changes, alterations or additions to the Price Proposal Form are permitted.**
2. **Price Proposal Due Date/Time:** TBD. **Proposals may be opened privately.**

E. SUBMISSION

Vendors must submit the required number of copies of his/her proposal by the closing time and date specified in the RFP.

END SECTION II

SECTION III EVALUATION PROCESS

A. EVALUATION AND SELECTION COMMITTEE

All vendors' proposals received by the closing deadline will be evaluated. The Procurement Officer shall establish an Evaluation and Selection Committee to review and rate the proposals. The Committee shall be composed of the Procurement Officer and any other individuals that the Procurement Officer may appoint. The Committee may request additional technical assistance from any source.

B. EVALUATION PROCEDURE

Qualifying Proposals – The Committee shall first review each proposal for compliance with the mandatory requirements of this RFP. Failure to comply with any mandatory requirement will disqualify a vendor's proposal. The University reserves the right to waive a mandatory requirement

when it is in its best interest to do so. The vendor must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP.

C. EVALUATION OF PROPOSALS

1. Technical Evaluation: Technical Proposals will be evaluated by the University's Evaluation and Selection Committee before Price Proposals are reviewed. Those Technical Proposals not achieving at least 75% of the technical points available for Technical Phase will not continue or advance further in the procurement process. Proposer's whose technical proposal achieves the required, minimum technical score of 75% or better of the available technical points will continue in the procurement process.

Technical scoring will be based upon information provided in response to the desirable items in this RFP.

Upon completion of the technical evaluation, all proposers will be notified as to the results of the technical evaluation of its firm's technical proposal.

2. Price Proposal Phase:

2.1 Only those Proposers who achieve the minimum technical score of 75% or better in the Technical Evaluation will have their Price Proposal opened.

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

E. MINIMUM TECHNICAL SCORE

Vendors must achieve a minimum technical score of 75% of the total points available for the technical evaluation in order to be considered for further evaluation. Vendors not achieving this minimum technical score will not be considered for the award.

F. FINANCIAL EVALUATION

The separate price volume of each qualified proposal will be evaluated following the completion of the technical evaluation. Price Proposals will not be opened publicly.

Price Proposals will be evaluated based on the best total price to the University.

The University will establish a financial ranking of the proposals from lowest to highest total offers. If a numerical rating is utilized, the lowest evaluated total offer will receive 100% of the points awarded to the financial portion with subsequently higher quotes receiving proportionally lower points.

G. FINAL RANKING AND SELECTION

The resulting scores from the technical and price evaluation of proposals will be used as a guide in determining the successful proposer(s). The Evaluation and Selection Committee will choose from among the highest rated proposals which will best serve the interests of the University in accordance with the University System of Maryland Procurement Policies and Procedures. Technical merit will be given a greater weight than cost in the final ranking.

H. CRITERIA FOR TECHNICAL EVALUATION

The criteria that will be used by the committee for the technical evaluation of the proposals for this specific procurement are listed in Section II above in order from most important to least. Each committee member will score the proposals on each major criterion.

END SECTION III

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 above, 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 Meeting

N/A

4.6 Issuing Office

The Issuing Office shall be the **sole** point of contact with the University for purposes of the preparation and submission 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:

Rob Johnson: rjohns12@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 expenses 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 opening of the proposals.

4.11 Proposal Acceptance

The University reserves the right to accept or reject all proposals, in whole or in part, received because 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 sufficient 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 submission 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:

http://comptroller.marylandtaxes.gov/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf

4.20 Minority Business Enterprise Notice

Establishment of Goal and Subgoals

An overall MBE subcontractor participation goal of **15%** of the total contract dollar amount has been established for this procurement.

In addition, the following subgoals have been established for this procurement:

- 8% for African-American MBEs,
- 3% for Asian-American MBEs, and
- 3% for Hispanic-American MBEs.

Notwithstanding any subgoals established above, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

Attachments 1-1 to 1-5 – The following Minority Business Enterprise participation instructions, and forms are provided to assist Offerors:

Attachment 1-1A	MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (must submit with Proposal)
Attachment 1-1B	Waiver Guidance
Attachment 1-1C	Good Faith Efforts Documentation to Support Waiver Request
Attachment 1-2	Outreach Efforts Compliance Statement
Attachment 1-3A	MBE Subcontractor Project Participation Certification
Attachment 1-3B	MBE Prime Project Participation Certification
Attachment 1-4A	Prime Contractor Paid/Unpaid MBE Invoice Report
Attachment 1-4B	MBE Prime Contractor Report
Attachment 1-5	Subcontractor/Contractor Unpaid MBE Invoice Report

An Offeror shall include with its Proposal a completed MBE Utilization and Fair Solicitation Affidavit (**Attachment 1-1A**) whereby:

- (a) The Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
- (b) The Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Proposal submission. The Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.

An Offeror requesting a waiver should review Attachment 1-1B (Waiver Guidance) and 1-1C (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request. ***If an Offeror fails to submit a completed Attachment 1-1A with the Proposal as required, the Procurement Officer shall determine that the Proposal is not reasonably susceptible of being selected for award.***

Offerors are responsible for verifying that each of the MBE(s) (including any MBE primes and/or MBE primes participating in a joint venture), selected to meet the goal and any subgoals and subsequently identified in **Attachment 1-1A** is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.

Within ten (10) Working Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Offeror must provide the following documentation to the Procurement Officer:

- (a) Outreach Efforts Compliance Statement (**Attachment 1-2**).
- (b) MBE Prime/Subcontractor Project Participation Certification (**Attachment 1-3A/3B**).
- (c) If the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully documented waiver request that complies with COMAR 21.11.03.11.
- (d) Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.

If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not eligible for Contract award. If the Contract has already been awarded, the award is voidable.

A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.mdot.state.md.us/directory/>. The most current and up-to-date information on MBEs is available via this website. **Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.**

The Contractor, once awarded a Contract, will be responsible for submitting or requiring its subcontractor(s) to submit the following forms to provide the State with ongoing monitoring of MBE Participation:

- (a) **Attachment 1-4A** (Prime Contractor Paid/Unpaid MBE Invoice Report).
- (b) **Attachment 1- 4B** (MBE Prime Contractor Report)
- (c) **Attachment 1-5** (MBE Subcontractor/Contractor Unpaid MBE Invoice Report).

An Offeror that requested a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (Attachment 1-1C) and all documentation within ten (10) Working Days from notification that it

is the recommended awardee or from the date of the actual award, whichever is earlier, as required in **COMAR 21.11.03.11**.

All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (**Attachment 1-1A**), completed and submitted by the Offeror in connection with its certified MBE participation commitment shall be considered a part of the resulting Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Proposal for order of precedence purposes.

The Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions.

As set forth in COMAR 21.11.03.12-1(D) when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation sub-goals, if any, established for the contract.

In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule (Attachment 1-1A) and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the sub-goals, the MBE prime must also identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule (Attachment 1-1A)) used to meet those goals. If dually-certified, the MBE prime can be designated as only one of the MBE classifications but can self-perform up to 100% of the stated sub-goal.

As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract.

With respect to Contract administration, the Contractor shall:

- (a) Submit by the 10th of each month to the Agency's designated representative:
 - i. A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment 1-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been

- made; and
- ii. (If Applicable) An MBE Prime Contractor Report (Attachment 1-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.
- (b) Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit by the 10th of each month to the Department's designated representative an MBE Subcontractor Paid/Unpaid Invoice Report (Attachment 1-5) that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding 30 days, as well as any outstanding invoices, and the amounts of those invoices.
 - (c) Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
 - (d) Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.
 - (e) Upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

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, alternatively, 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 policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.

4.22 Payment and Performance Bonds

Payment bond: N/A

The selected Contractor shall deliver a performance bond in the amount equal to at least 100 percent of the contract price no later than the contract start date. The required performance bond shall be in the State of Maryland form in effect at the time the contract is executed.

END SECTION IV

Technical Proposal Forms

Addenda Acknowledgement

RFP NO.: BC-21369-J

RFP FOR: UMBC ON-CALL ROLL UP DOOR MAINTENANCE

TECHNICAL PROPOSAL DUE DATE: April 19, 2024 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 _____

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 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):

 _____.

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)

MBE REQUIRED FORMS

The required MBE forms can be accessed at the following link:

[MBE Forms.pdf](#)

Please note that if an Offeror fails to submit a completed Attachment 1-1A with the Proposal as required, the Procurement Officer shall determine that the Proposal is not reasonably susceptible of being selected for award.

ATTACHMENT A – Price Proposal Form

1. Quoted Hourly Billing Rate for the following positions:

Position	Quoted Billing Rate	Overtime Rate
Mechanic	\$ _____ per hr.	\$ _____ per hr.
Helper	\$ _____ per hr.	\$ _____ per hr.
Other:	\$ _____ per hr.	\$ _____ per hr.
Other:	\$ _____ per hr.	\$ _____ per hr.

1. On Call Door Repair and Maintenance Contractor’s Material Mark-up Percentage: ____%
2. Trade Work to be performed by a subcontractor to the On Call Door Repair and Maintenance Contractor: Provide a quoted percentage mark-up that will apply to any quoted subcontractor costs.
3. Subcontractor’s Mark-up/Percentage: % (cannot be greater than 10%)

2. Quoted Billing Rate for the following equipment:

- A. Forklift \$ _____ per hour \$ _____ per day
- B. Other: \$ _____ per hour \$ _____ per day
- C. Other:\$ _____ per hour \$ _____ per day

3. PREVENTATIVE MAINTENANCE

Quarterly cost for Contractor to perform monthly inspection and preventative maintenance service on interior, exterior, automatic ADA doors and entrances that are listed on the inventory list located in Section III, Item B which shall include, but not be limited to those items recommended by the manufacturers.

\$ _____ Per quarter

We understand that by submitting a proposal we are agreeing to all of the terms and conditions included in RFP documents.

We understand that the evaluation and subsequent award will be in accordance with RFP documents.

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

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

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

SIGNED:

PRINTED NAME:

TITLE:

DATE:

END OF PRICE PROPOSAL FORM

ATTACHMENT B

[UMBC Auto Door List - Updated.xlsx](#)

ATTACHMENT C

UMBC Website: UMBC.edu

UMBC Campus map: [UMBC Campus Map](#)