

# University of Maryland College Park



## Request for Proposal (RFP) No. 84947-R

### Furnish and Install Environmental and Climate Chamber for the Department of Mechanical Engineering University of Maryland

Issue Date:	October 15, 2015
Pre-Proposal Conference:	October 23, 2015, 10:00 AM
Deadline for Questions:	October 30, 2015, 3:00 PM
Proposal Due Date:	November 9, 2015, 3:00 PM

**WARNING:** Contractors who have received this document from a source other than eMaryland Marketplace should visit the State's eMaryland Marketplace (eMM) web site and register as a Vendor. The University uses this web site to post solicitations and all solicitation amendments. The University does not maintain a Proposers/Bidders list.

**Contractors are cautioned not to make changes to any of the terms and conditions in this solicitation. Doing so may render a Contractor's proposal unacceptable and subject to rejection. Questions and comments may be addressed to the point of contact identified in Section A-1, Item 9 of this document.**

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**PART I – THE SCHEDULE**  
**SECTION A-1 – SOLICITATION / CONTRACT FORM**

1. CONTRACT NUMBER	2. SOLICITATION NUMBER <b>84947-R</b>	3. TYPE OF SOLICITATION NEGOTIATED (RFP)	4. DATE ISSUED October 15, 2015	5. REQUISITION NUMBER
6. ISSUED BY UNIVERSITY OF MARYLAND DEPARTMENT OF PROCUREMENT AND SUPPLY 0410 SERVICE BUILDING COLLEGE PARK, MARYLAND 20742			7. ADDRESS PROPOSAL TO University of Maryland Department of Procurement & Supply Attn.: <b>RFP Number 84947-R</b> 0410 Service Building College Park, Maryland 20742-3111 ( <a href="http://www.purchase.umd.edu">www.purchase.umd.edu</a> )	

**SOLICITATION**

8. Sealed proposals in original plus number of copies specified in Section A-2, Subsection D for furnishing the supplies or services in the Schedule will be received at the location specified in Item 7 (if no location is specified in Item 7, then the location specified in Item 6) until the date and time specified in Section A-2, Subsection E.

CAUTION – LATE Submissions, Modifications, and Withdrawals; see Section A-2, Subsection F entitled "Late Proposals". All offers are subject to all terms and conditions contained in this solicitation.

9. FOR INFORMATION CALL	A. NAME	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS	D. FAX NUMBER
	Kelly J. Ryan	AREA CODE	NUMBER		
		301	405-2898	ryankj@umd.edu	301-314-9951 301-314-3011

**OFFER (Must be fully completed by Contractor)**

10. In compliance with the above, the undersigned agrees, if this offer is accepted within the time period specified in Section A-2, Subsection G, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

**11. ACKNOWLEDGEMENT OF AMENDMENTS**

The Contractor acknowledges receipt of all amendments to the SOLICITATION.

This contract incorporates the Solicitation/Request for Proposal and any amendments thereto, as well as Contractor's proposal and amendments thereto. In the event of a discrepancy between the terms of this contract, including amendments and modifications made thereto, and Contractor's proposal and amendments thereto, the discrepancy shall be resolved by giving precedence in the following order:

- a) This Contract, including the Solicitation/Request for Proposal and amendments and modifications made thereto
- b) Contractor's proposal, including amendments and modifications made to the proposal.

This contract, including the documents incorporated by reference and any negotiated changes prior to contract award, contains the entire agreement of the parties and supersedes all prior agreements and understandings, oral or otherwise, between the parties.

12. NAME, ADDRESS AND FEI NUMBER OF CONTRACTOR			13. CONTRACTOR REMIT-TO ADDRESS		14. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Print or Type)	
15. TELEPHONE NUMBER			16. SIGNATURE		17. OFFER DATE	
AREA CODE	NUMBER	EXT.				

**AWARD (To be completed by University)**

18. ACCEPTED AS TO ITEMS LABELED		19. AMOUNT		20. FRS ACCOUNT NUMBER	
21. ADMINISTERED BY (If other than Item 6)					
22. NAME OF PROCUREMENT OFFICER		23. UNIVERSITY OF MARYLAND		24. AWARD DATE	
(Type or Print)		(Signature of Procurement Officer)			

IMPORTANT – Award will be made on this Form or by other authorized official written notice.

**Section A-2 -- Instructions, Conditions and Notices to Contractors**

**A. ISSUING OFFICE**

The sole point of contact at the University of Maryland, College Park (hereinafter “University” or “University of Maryland”) for purposes of this Request for Proposal (RFP) is the Issuing Office. The location of the Issuing Office is contained in Part I, Section A-1, Item 6 of this document. Point of contact information is listed in Part I, Section A-1, Items 9(a) through 9(d) of this document.

**B. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on **October 23, 2015 at 10:00 A.M. ET** at the following location:

**University of Maryland  
Department of Mechanical Engineering  
Technology Ventures Building (#806)  
5000 College Avenue, Room 1200  
College Park, MD 20742**

Directions: [www.transportation.umd.edu/maps.html](http://www.transportation.umd.edu/maps.html)

Firms should estimate a duration of one (1) hour. Contractors who are attending the pre-proposal conference are requested to bring written copies of any questions they may have to the conference. Answers will be provided in accordance with paragraph 2 of Section A-2,C below.

In order to help plan meeting room size, any Contractor planning to send a representative should contact the Issuing Office at least three (3) working days prior to the conference. While attendance at the pre-proposal conference and walk-through is not mandatory, all interested Contractors are encouraged to attend to be able to better prepare acceptable proposals. Contractors desiring to send more than two representatives to the pre-proposal conference must obtain the prior approval of the Procurement Officer.

**C. QUESTIONS**

Each Contractor is responsible for reading carefully and understanding fully the terms and conditions of this RFP. All contact between Contractors and the University will be formally made at scheduled meetings or in writing through the Issuing Office. Requests for clarification or additional information must be made in writing to the Procurement Officer and received at the Issuing Office no later than 3:00 PM, October 30, 2015, Such requests should contain the following: **“QUESTIONS: RFP #84947-R”**. Only written communications relative to the procurement shall be considered. Hard copy, facsimile and electronic mail are acceptable methods for submission of questions. It is incumbent upon the Contractor to verify University receipt of their questions.

All questions will be answered in writing. Both questions and answers will be distributed, without identification of the inquirer(s), to all Contractors who are on record with the Procurement Officer as having received this RFP. No oral communications can be relied upon for proposal purposes.

To the extent that a question causes a change to any part of this RFP, an amendment shall be issued addressing such.

#### **D. SUBMISSION OF PROPOSALS**

Proposals must be:

- (1) submitted in the format set forth herein,
- (2) made in the official name of the firm or individual under which Contractor's business is conducted (including the official business address),
- (3) signed by a person duly authorized to commit Contractor to the proposal,
- (4) submitted in envelopes clearly marked with the assigned RFP number,
- (5) separated into Technical and Financial volumes, and
- (6) addressed to the Procurement Officer identified in Section A-1, Item 9 and sent to the address shown in Section A-1, Item 7.

The Contractor must submit one original (marked "original") and **three (3) copies of the Technical** volume plus one original and one (1) copy of the Financial volume sealed under separate cover. Commingling of technical and financial information or failure to submit the two volumes **separately** and sealed may result in the proposal being deemed **NON-ACCEPTABLE** and thereby rejected. The volumes, which contain original documents, should be clearly identified as the **ORIGINAL Technical or the ORIGINAL Financial Volume**.

**NOTE: PROPOSALS CONVEYED BY TELEFAX OR E-MAIL WILL NOT BE ACCEPTED**

#### **E. CLOSING DATE**

Proposals must arrive at the location identified in Section A, Item 7 of this document on or before **MONDAY, NOVEMBER 9, 2015, 3:00 PM. EST** in the format set forth herein.

Contractors mailing proposals should allow sufficient mail delivery time to insure timely receipt by the Issuing Office. Proposals, amendments to proposals, or requests for withdrawal of proposals arriving after the closing time and date shall not be considered. There shall be no public opening of the proposals. The names of Contractors will not be released until after award.

#### **F. LATE PROPOSALS**

Any proposal, request for withdrawal, or modification of a proposal including a Best and Final Offer (BAFO) that is not received at the designated location, time and date set forth herein will be considered late and shall not be considered. Delivery of the proposal to the specified location by the prescribed time and date is the sole responsibility of the Contractor. Exceptions may be authorized, at the sole discretion of the Procurement Officer, when the reason for the late proposal, late request for withdrawal, late modification of a proposal or BAFO is due to the action or inaction of the University. A record of the late proposal, request for withdrawal, modification of a proposal or BAFO shall be made in the appropriate procurement file.



**G. DURATION OF PROPOSAL OFFER**

Proposals shall be valid for a minimum of 120 days following the closing date of this RFP. If an award is not made during that period, the proposal shall automatically extend for another 120 days, unless the Contractor gives specific written notice to the Procurement Officer at least 15 days before the expiration of the then current 120 day period. Proposals shall automatically renew for an additional 120 days until such time as an award is made or proper written notice is given to the University of Contractor's intent to withdraw its proposal. By submission of a proposal, Contractor guarantees that its offer shall be firm for the period specified above.

**H. AMENDMENTS TO THE RFP**

If it becomes necessary to revise any part of this RFP, notice of the revision will be given in the form of an amendment to Contractors who are on record with the Procurement Officer as having received this RFP. All amendments shall become a part of this RFP. Each Contractor must acknowledge receipt of amendments, and the failure of a Contractor to acknowledge any amendment shall not relieve the Contractor of the responsibility for complying with the terms thereof.

**I. ALTERNATE PROPOSALS**

In the mutual interest of receiving the best proposal, the University will consider alternate price and technical proposals. In order to submit an alternate proposal, however, a Contractor must also submit a proposal in the exact format required herein.

**J. ECONOMY OF PREPARATION**

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the Contractor's offer and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

**K. UNABLE TO PROPOSE**

If Contractor is unable or unwilling to submit a proposal in response to the requirements, Contractor must indicate such in writing to the Procurement Officer on or before the proposal due date. Hard copy, facsimile and electronic mail are acceptable. Please include a brief explanation of the rationale for non-submission of a proposal.

**L. PUBLIC INFORMATION ACT NOTICE**

Contractors shall specifically identify those portions of their proposals that they deem to contain confidential, proprietary information or trade secrets and shall provide specific justification, with respect to each separate portion identified, why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.

In order for such claims of confidentiality to be considered, Contractors must clearly identify and provide individual justification for each and every section that is claimed to contain confidential,

proprietary information or trade secrets. It is **NOT** sufficient to preface your proposal with a proprietary statement, or to use a page header or footer that arbitrarily marks some or all pages as confidential. General claims of confidentiality or similar blanket designations shall not be effective.

## **M. TWO VOLUME PROPOSAL**

The selection procedure for this procurement requires an independent evaluation of the technical and financial proposals. This separation allows for evaluation of technical proposals, on a “go/no-go” or “pass/fail” decisional rule based on meeting the technical specifications and business requirements. Consequently, Contractor shall submit its proposal in two separately sealed volumes as indicated below. No pricing information is to be included in the technical proposal.

*See Part IV, Section L for additional details pertaining to the evaluation process.*

### **1. VOLUME I – TECHNICAL SPECIFICATIONS AND BUSINESS REQUIREMENTS**

This volume should be prepared in a clear and concise manner with pages numbered. The technical volume shall not contain any price information. If such is included in the technical volume, it may not be evaluated by the financial evaluation committee. Volume I must contain the following section:

#### **a. EXECUTIVE / MANAGEMENT SUMMARY**

The Executive/Management Summary should contain a brief synopsis of how the Contractor's proposal meets the needs of the University.

#### **b. THE TECHNICAL PROPOSAL**

##### **Volume I – Technical.**

Contractors are urged to read the specifications very carefully and to submit their questions, in writing, by the due date for questions. Misinterpretation of specifications by the Contractor shall not relieve the Contractor of responsibility to accurately address the requirements of this RFP or to perform the contract, if awarded.

The information/items specified herein must be addressed in the technical proposal. The proposal must expressly indicate that it satisfies each point of the RFP requirements and specifications, reference Section C. Simple YES or NO responses to stated requirements are insufficient. Rather, the Contractor must describe in detail how the proposed products and/or services meet or exceed the stated requirements. Additionally, the Contractor must explain any exception or deviation from the requirements.

Proposals must be:

- (1) submitted in the format set forth herein,

- (2) made in the official name of the firm or individual under which Contractor's business is conducted (including the official business address),
- (3) signed by a person duly authorized to commit Contractor to the bid,
- (4) submitted in envelopes clearly marked with the assigned MS-IFB number,
- (5) separated into independent Technical and Financial Proposal Volumes
- (6) addressed to the Procurement Officer identified in Section A-1, Item 9 and sent to the address shown in Section A-1, Item 7.
- (7) The Contractor's Technical Proposal shall include the following documents:
  - The Contractor must submit one original (marked "original") and **four (4)** copies of the technical volume.
  - The volume which contain original documents, should be clearly identified as the **ORIGINAL Technical Volume**
  - Technical Proposal must contain: (See Section C 4.0)
    - Contractor must describe in detail how the proposer proposes to meet the products and/or services as stated herein.
    - Experience on Similar or Relevant Projects in Door Installations
    - References
    - Proposer's Personnel
    - Economic Benefit to Maryland
- (8) The University may make a final determination regarding a proposal's acceptability solely on the basis of the proposal as submitted.

(9) **SPECIFICATIONS**

Contractors are urged to read the specifications very carefully and to submit their questions, in writing, by the due date for questions. Misinterpretation of specifications by the Contractor shall not relieve the Contractor of responsibility to accurately address the requirements of this RFP or to perform the contract, if awarded.

**2. VOLUME II - FINANCIAL**

This volume consists of and must contain the following items. Contractors shall not include any technical information or specifications in the financial volume. If such are included in the financial volume, they may not be evaluated by the technical evaluation committee.

- a. Contractors must complete Items 11, 12, 13, 14, 15, 16 and 17 of the Solicitation / Contract Form (Section A-1) of this document and include TWO signed originals as part of Contractor's Technical proposal, in the original Technical Volume. Failure to submit these signed documents may cause the Contractor's proposal to be rejected, at the sole discretion of the University.

**b. PRICING SECTION**

This volume shall be in accordance with Section B – Pricing.

**c. FINANCIAL VIABILITY**

The University reserves the right to require, during proposal evaluation, that the Contractor provide a copy of its most current Annual Report or audited Statement of Financial Condition to include a Balance Sheet, Income Statement and Cash Flow Statement or other acceptable financial information. These documents may be relied on in any determination regarding Contractor financial responsibility.

**d. MINORITY BUSINESS ENTERPRISE (MBE) PARTICIPATION AND ASSOCIATED FORMS (May-2014)**

There is no MBE subcontracting goal for this procurement.

**e. AFFIDAVITS:**

- Affidavits/Certifications as follows:
  - Completed and signed Maryland Proposal Affidavit
  - Completed and signed Conflict of Interest Affidavit and Disclosure
  - Completed and signed Federal Certifications, - N/A
  - Completed Minority Subcontracting Forms, etc).
  - Any additional support documentation required.

**f. PROPOSAL BOND – N/A**

**g. NOTICES INFORMATION**

Contractors must complete Section G.5 and submit this information as part of their financial proposal.

**N. CANCELLATION OF THE RFP**

The University may cancel this RFP, in whole or in part, or reject all proposals submitted in response to the RFP when such action is determined to be fiscally advantageous to the University and/or the State or otherwise in the best interest of the University and/or the State.

**O. ORAL PRESENTATIONS**

N/A

**P. SOLICITATION, PROPOSAL ACCEPTANCE, AWARD AND DISCUSSIONS**

This RFP creates no obligation on the part of the University to award a contract or to compensate Contractors for proposal preparation expenses. The University reserves the unilateral right to cancel this solicitation at any time and to accept or reject any and all proposals, in whole or in part, received in response to this RFP; the unilateral right to award a contract in whole or in part; to award a contract to one Contractor; and to waive or permit cure of minor irregularities; and to conduct discussions with Contractors in any manner necessary to serve the best interest of the

University. The University intends to make an award to the lowest price technically acceptable offeror. In order to be considered technically acceptable, Contractors must meet all technical specifications and business requirements as delineated in this solicitation. Only those Contractors meeting the technical specifications and business requirements will be considered in the financial evaluation.

Discussions may be conducted with those Contractors who submit proposals initially judged by the Procurement Officer to be reasonably susceptible of being selected for award. However, the University reserves the right to award a contract based upon the proposals received without further discussions.

#### **Q. EVIDENCE OF RESPONSIBILITY**

Prior to the award of a contract pursuant to this RFP, the Procurement Officer may require Contractor to submit such additional information bearing upon Contractor's ability to perform the contract as the Procurement Officer deems appropriate. The Procurement Officer may also consider any information otherwise available concerning the financial, technical, and other qualifications or abilities of the Contractor.

#### **R. TIME OF COMPLETION AND LIQUIDATED DAMAGES : Not Applicable**

#### **S. ELECTRONIC FUNDS TRANSFER (EFT) –(Applies to contracts expected to exceed \$200,000)**

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds Registration Request Form, which may be found on the following website:  
[http://compnet.comp.state.md.us/General\\_Accounting\\_Division/Vendors/Electronic\\_Funds\\_Transfer/](http://compnet.comp.state.md.us/General_Accounting_Division/Vendors/Electronic_Funds_Transfer/)

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.

See Payment of University Obligations clause in PART II, Contract Clauses, Section I for additional information.

#### **T. FORMATION OF AGREEMENT/CONTRACT WITH SUCCESSFUL CONTRACTOR**

This Contract shall also include any other forms or documents deemed necessary by the Procurement Officer.

This RFP and any resulting contract shall be governed by the University System of Maryland Procurement Policies and Procedures, and University of Maryland Procurement Policies and Procedures. These policies and procedures may be viewed at the following web site: [www.purchase.umd.edu](http://www.purchase.umd.edu) From the main menu, select the category "Policies and Procedures".

#### **U. DEBRIEFING OF UNSUCCESSFUL PROPOSORS**

A debriefing of an unsuccessful proposer shall be conducted upon written request submitted to the Procurement Officer within ten (10) days of the date on which the proposer knew, or should have known, its proposal was unsuccessful. The debriefing shall be limited to a discussion of the proposer's unsuccessful proposal. The debriefing will be oral and shall provide information on areas in which the proposal was deemed weak or insufficient. The debriefing may NOT include discussion of a competing offeror's proposal or discussion, thoughts, notes or ranking from an individual evaluation committee member. A summarization of the procurement officer's rationale for the selection may be given. Debriefings shall be conducted at the earliest feasible time.

#### **V. CONTRACT IMPLEMENTATION MEETING**

Contractor receiving an award under this solicitation may be required to attend a Contract Implementation Meeting to be held after contract award, as scheduled by the Procurement Officer. The location and agenda for this meeting will be communicated to the Contractor by the Procurement Officer.

#### **W. NOTICE TO OFFERORS - SMALL BUSINESS RESERVE PROCUREMENT: Not applicable.**

#### **X. ECONOMIC BENEFITS TO THE STATE OF MARYLAND**

##### **Economic Benefit Factors:**

The Offeror shall submit in their Technical Proposal, Section C/ Subsection 6.0, a description of the benefits that will accrue to the Maryland Economy during the term of this contract, as a direct or indirect result of the Offeror's performance of this contract.

NOTE: Because this submission is part of the Offeror's Technical Proposal, it must not contain any statement of actual or estimated dollar amounts for any of the sub-factors shown below. Instead, the Offeror is instructed to quantify the economic benefit as a percentage of the Offeror's total Price Proposal (wherever so indicated in brackets): **Contractor is NOT to include any details of their price proposals with this information.**

Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered. Offerors shall take into consideration the following factors.

- (1) The estimated percentage of contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractors, suppliers and joint ventures partners. Be as specific as possible. Provide a breakdown of expenditures in this category.

- (2) The number and types of jobs for Maryland residents resulting from the contract indicate job classifications, number of employees in each classification and the aggregate payroll to which the contractor has committed at both prime and, if applicable, subcontract levels.
- (3) Tax revenues to be generated for Maryland and its political subdivisions as a result of the contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
- (4) Estimated Percentage of Subcontract/Supplier dollars committed to Maryland small business and MBEs. (There are also included under the first category (a) above.)
- (5) Estimated percentage of Subcontract/Supplier dollars committed to “local” Maryland businesses. For purposes of this proposal, a “local” Maryland business is a business with its primary base of operations located in the same county as the job site for this project, or a Maryland business located within twenty five (25) miles of the job site.

Other benefits to the Maryland economy which the offeror promises will result from awarding the contract to the offeror. Describe the benefit, its value to the Maryland economy (in terms of percentages), and how it will result from the contract award

**Y INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) CONTRACT**  
Not Applicable

**Z. SERVICES ORDERED AND DELIVERED**

The contractor is authorized to provide only those Items/Services covered by the contract and specifically identified via orders placed by authorized individuals. If a review of orders placed by the Contractor reveals that Items/Services other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Procurement Officer as a basis to terminate the contract and/or as a basis not to award the contractor a subsequent contract/renewal. The Procurement Officer may take such steps as are necessary to have the items returned by the University, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the University the full purchase price..

**AA. Commercial Nondiscrimination Clause**

A. “As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under State Finance and Procurement Article, Title 19, Annotated Code of Maryland. As part of this compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not

prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

B. The Contractor shall include the provision in §A of this regulation in all subcontracts to the State contract.

C. The following provision is mandatory for all State contracts: As a condition of entering into this Agreement, upon the request of the Maryland Commission on Human Relations, and only after the filing of a complaint against Contractor under State Finance and Procurement Article, Title 19, Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under State Finance and Procurement Article, Title 19, Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions."

#### **BB. RECIPROCAL PREFERENCE**

As set forth in § 14-401 of the State Finance and Procurement article of the Annotated Code of Maryland, a non-resident firm submitting a proposal, in response to a solicitation, is to attach to its proposal a copy of the current statute, policy, procedure, or executive order of the resident firm's State if that State gives a preference to its residents firms. Where such a statute, policy, procedure, or executive order is in effect in the responder's resident state, the University may apply a preference identical to that applied by the respondent firm's resident state as long as application of that preference is not in conflict with a federal law or grant affecting the procurement contract



**Section B – Pricing**

Firms shall submit their proposal for pricing on the following price proposal form. Using the enclosed form will help ensure consistency in the financial evaluation. The price proposal form is to be completed in full for each proposal and shall be incorporated herein.

Blanks on the price proposal form will be interpreted as zero (0) and no price will be allowed for that item.

The Statement of Work is described in Section C of this document.

## **Price Proposal Form**

**Name of Firm:** \_\_\_\_\_

<b><u>Item No.</u></b>	<b><u>Description</u></b>	<b><u>Quantity</u></b>	<b><u>Total Price</u></b>
<b><u>1.</u></b>	Construction and delivery of chamber	<b><u>1 fee</u></b>	
<b><u>2.</u></b>	Furnish and install HVAC systems and components	<b><u>1 fee</u></b>	
<b><u>3.</u></b>	Design and install control systems	<b><u>1 fee</u></b>	
<b><u>4.</u></b>	Satisfaction of performance requirements/testing	<b><u>1 fee</u></b>	

## **Section C – Description/Specifications/Statement of Work**

### **1.0 BACKGROUND**

The University of Maryland purposes to have a contractor fabricate and install a fully operational environmental and climate chamber, in accordance with the specifications, terms, and conditions contained herein.

### **2.0 OBJECTIVES**

The object of this RFP is to award one (1) contract to the lowest price technically acceptable proposal. In order for the Contractor to be considered technically acceptable, they must meet all of the technical requirements and business requirements as specified in this solicitation.

### **3.0 CONTRACTING APPROACH & WORK SCOPE**

The provisions of this Section as well as the accompanying specification sections and other attachments apply to the work of this section.

#### **3.01 SCOPE OF WORK**

The work covered by this Section consists of furnishing all labor, materials, tools, equipment, supplies and supervision to fabricate and install a fully operational environmental and climate chamber.

The scope of the work is more specifically defined as follows:

- 1- Delivery and construction of the chamber
- 2- Delivery and installation of the HVAC systems and components
- 3- Design and installation of the control systems
- 4- Satisfaction of performance requirements

#### **3.02 Design Specifications, as follows**

# **Building Science Group Environmental and Climate Chambers**

Department of Mechanical Engineering, University of Maryland

## **Contact Information:**

Mohammad Heidarinejad, Ph.D.

Research Associate, Department of Mechanical Engineering  
Cluster for Sustainability in the Built Environment, University of Maryland

Email: [muh182@umd.edu](mailto:muh182@umd.edu)

Phone: (301) 405-6247

## **Principal Investigator:**

Jelena Srebric, Ph.D.

Professor, Department of Mechanical Engineering  
Director of Cluster for Sustainability in the Built Environment, University of Maryland

## **List of the Attached Documents**

Chamber - Basis of Design  
Chamber - Performance Testing  
Chamber - Revit Prints  
Chamber - System Schematic

## **Interface with the Existing Facilities**

The contractors will interface with the Facilities Management at the University of Maryland for the following utilities provisioned by the university:

Power Supply of 600 Amps  
Location for AHUs and the Chiller  
Water Supply for the Sprinkler

# 1 BASIS OF DESIGN

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## 1.1 PSYCHOMETRIC CONDITIONS

		Dry Bulb Temperature (°F)	Wet Bulb Temperature (°F)
<b>Outside Air</b>	Summer	92.6	74.1
	Winter	15.6	13.0
<b>Laboratory Air</b>	Cooling	75.0	65.4
	Heating	50.0	35.1
<b>Environmental Chamber</b>	Cooling <sup>1</sup>	68.0	50.1
	Heating <sup>1</sup>	82.0	71.5
<b>Climate Chamber</b>	Cooling <sup>2</sup>	40.5	40.5
	Heating <sup>2</sup>	90.0	75.1

1) These conditions must be met at a maximum outside air percentage of 50%.

2) These conditions must be met at a maximum outside air percentage of 20%.

## 1.2 INTERNAL GAINS

		Load (BTUH)
<b>Environmental Chamber</b>	Cooling	9000
	Heating	0
<b>Climate Chamber</b>	Cooling	0
	Heating	0

## 1.3 CODES AND STANDARDS

The following codes and standards shall apply to the construction of this project.

- Model Performance Code as adopted under COMAR 05.02.01
- Maryland Building Codes as adopted under COMAR 05.02.07
- University of Maryland 2012 Design Criteria/Facility Standards Manual
- FM Global

## 1.4 COMMISSIONING

The contractor shall include the cost of basic commissioning to certify functional performance of all systems and contractor supplied controls.

# 2 EQUIPMENT

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## 2.1 CHAMBER CONSTRUCTION

The chamber shall be a field erected custom air handling unit enclosure similar to Ingenia. It is a requirement that the unit must be able to be disassembled and reassembled without damage to accommodate future relocation. The unit shall be a minimum 4" double wall construction with a minimum R-26 insulation value. The unit shall be thermally broken to be non-condensing on the exterior

surface for all design conditions (refer to 1.1 for psychometric conditions of the exterior laboratory and chamber interiors).

The chamber interior and exterior shall be minimum 22 gage structural aluminum. The demising wall shall be of the same construction as the exterior walls. The chamber floor shall be of similar finish and insulating value as the walls and capable of supporting a distributed load of 50 psf. Chamber leakage shall be field tested to less than 25 CFM under 2" WG of static pressure.

#### 2.1.1 Dimensions

	Internal Clear Dimensions		
	Length (ft)	Width (ft)	Height (ft)
<b>Environmental Chamber</b>	13.75	16	15
<b>Climate Chamber</b>	7	16	15

#### 2.1.2 Ceilings

The chamber shall have a system of slotted rails, similar to unistrut, affixed to the ceiling for the support of light fixtures and dropped ceiling elements. Rails shall be sized to support a load of 10 PSF with a deflection of L/360.

#### 2.1.3 Openings

	Opening
<b>Environmental Chamber</b>	36"x96" door to exterior 15" above chamber floor
	60"x60" plug panel to climate chamber 51" above chamber floor
	Two 12"x120" instrumentation windows 15" above chamber floor center windows on adjacent exterior walls
	Four 10"x10" air openings 1" above chamber floor
	Four 10"x10" air openings 1" below chamber ceiling
	Two 4" diameter sealing wire pass throughs
<b>Climate Chamber</b>	36"x96" door to exterior 15" above chamber floor
	Two 10"x10" air openings 1" above chamber floor
	Two 10"x10" air openings 1" below chamber ceiling
	4" diameter sealing wire pass through

Coordinate openings for additional chamber penetrations for building services, including but not limited to electrical conduits, sprinkler pipes, and signal wires. All openings should be done by the factory with appropriate connections on both ends to meet leakage requirements.

#### **2.1.4 Lighting**

The environmental chamber shall have a sealed junction box located near the center of the ceiling for attachment to lighting. At the time of installation, four suspended 1x4 fluorescent fixtures shall be installed evenly spaced within the chamber. Verify layout with potential obstructions.

The climate chamber shall have a junction box, located near the center of the ceiling and enclosing the conduit penetration, for attachment to lighting. At the time of installation, two 1x4 fluorescent fixtures shall be installed evenly spaced within the chamber. Verify layout with potential obstructions.

#### **2.1.5 Electrical Service**

The environmental chamber shall have ten convenience receptacles located uniformly around the interior perimeter. The maximum allowable receptacles on one circuit is four. Provide the necessary number of circuits to meet this requirement. All circuits shall enter the chamber in a sealed junction box.

The climate chamber shall have four convenience receptacles located uniformly around the interior perimeter. The maximum allowable receptacles on one circuit is four. Provide the necessary number of circuits to meet this requirement. All circuits shall enter the chamber in a sealed junction box.

### **2.2 PRIMARY HEATING EQUIPMENT**

No primary heating equipment is planned.

### **2.3 PRIMARY COOLING EQUIPMENT**

Primary cooling shall be provided by a 20 ton roof mounted air-cooled chiller, similar to Multistack ASP. The chiller shall be packaged together with a 160 gallon storage tank, the expansion tank, air separator and vent, integral circulators, and the glycol feed system. The circulators shall provide 45 gpm flow against 45 ft of head. The operating fluid shall be 30% Ethylene Glycol.

### **2.4 AIR HANDLING EQUIPMENT**

The air handling systems shall consist of factory packaged components and duct mounted components as indicated herein. Custom fans are anticipated to accommodate the air flow and pressure demands. The air handling units shall be similar to Daikin Vision. Electrical heating coils shall be open loop style similar to those of Brasch Manufacturing with SCR controls.

#### **2.4.1 Environmental Chamber**

The unit shall be a factory packaged air handling unit sized for 1,600 cfm and 1.7" of external static pressure plus 1.1" of future internal static pressure in addition to any static pressure required by the unit. The unit components shall consist of the following items, in direction of the airflow.

- Mixing Box
- Merv-8 Filter
- Access Area for future Bag Filter

- SCR Electrical Preheat Coil
- Water Cooling Coil (30% Ethylene Glycol)
- Access Area for future UV Light
- Supply Fan with Variable Frequency Drive

In addition to the components in the AHU, a SCR electric reheat coil and a duct humidifier with steam generator shall be provided. A loose return fan with variable frequency drive selected for 1,600 cfm and 2" total static pressure shall be provided with this AHU.

#### 2.4.2 Climate Chamber

The unit shall be a factory packaged air handling unit sized for 700 cfm and 1.7" of external static pressure plus 1.1" of future internal static pressure in addition to any static pressure required by the unit. The unit components shall consist of the following items, in direction of the airflow.

- Mixing Box
- Merv-8 Filter
- Access Area for future Bag Filter
- Electrical Preheat Coil
- Water Cooling Coil (30% Ethylene Glycol)
- Access Area for future UV Light
- Supply Fan with Variable Frequency Drive

In addition to the components in the AHU, a SCR electric reheat coil and a duct humidifier with steam generator shall be provided. A loose return fan with variable frequency drive selected for 700 cfm and 2" total static pressure shall be provided with this AHU.

#### 2.4.3 Louvered Penthouses

All outside air and relief connections shall terminate in louvered penthouses similar to Ruskin PH837.

### 2.5 HUMIDIFIERS

Chamber humidifiers shall consist of a duct mounted manifold and dedicated electrical clean steam generators. Manifolds shall be insulated to minimize heat gains associated with the steam. The humidifier supplier shall provide all necessary condensate coolers and steam accessories for the proper installation of a complete and functioning system.

#### 2.5.1 Environmental Chamber

The manifold shall be equivalent to a Dristeen Rapid-sorb selected to bring 73°F/5% RH Air to 85% RH.

The steam generator shall be equivalent to Dristeen XTP rated at 50 pph.

#### 2.5.2 Climate Chamber

The manifold shall be equivalent to a Dristeen Rapid-sorb selected to bring 75°F/5% RH Air to 85% RH.

The steam generator shall be equivalent to Dristeen XTP rated at 100 pph.



## 2.6 CONTROLS

The contractor shall furnish and install a stand-alone control system with workstation for the chambers and associated equipment similar to that of Tridium or Labworks. Provisions shall be made to accommodate full interaction with the chamber equipment and the instrumentation identified in the accompanying diagrams. A user interface shall be provided that allows the modification of all control sequences, as well as the monitoring and recording of all installed equipment as well as 32 additional analog I/O pairs for user provided equipment.

The controls price shall include a two-year warranty on parts and labor. The controls price shall also include a service agreement for a period of at least two years to provide technical support for the controls hardware and software, including support with interfacing user installed equipment.

### 2.6.1 Dampers

The air dampers shall be similar to Ruskin CD80VG1 and Continental IRIS-M-PS as indicated on the diagrams. Parallel and opposed blade dampers shall include seals to limit leakage. Iris dampers shall be capable of full shut-off. Control dampers shall be equipped with fast acting electronic actuators.

### 2.6.2 Valves

The glycol control valves shall be three-way diverting valves suitable for application in a 30% glycol stream. Valves shall have a bronze body and seat with a stainless steel stem and Teflon or rubber packing. Control valves shall be equipped with fast acting electronic actuators.

### 2.6.3 Temperature Sensors

Temperature sensors shall be equivalent to Omega PM Series. The sensors shall be 4 wire RTD types with accuracy equivalent to Class A per DIN/IEC 60715.

### 2.6.4 Humidity Sensors

Humidity sensors shall be equivalent to Dristeem KHD-2-DS. The sensors shall be capable of reading the full range of humidity from 0-100% condensing with an accuracy of 2% between 20 and 80% RH.

### 2.6.5 Static Pressure Sensors

Static pressure sensors shall be equivalent to Omega PX279. The operating range shall be suitable to the sensor application, 0-2.5"WG for general ductwork, with an accuracy of 1.0% of the full scale.

### 2.6.6 Flow Meters

Flow meters shall be equivalent to Ebtron Gold GTC-116-PC. As a cost savings measure, the flow meters may be used as temperature sensors when both devices are called for at the same location.

## 2.7 ELECTRICAL GEAR

### 2.7.1 Distribution Panels

Provide (1) 600A, 208/120V distribution panel. Coordinate any metering requirements of board with client or BACnet communications with client. Distribution board and circuit breakers shall match campus standards and be capable of coordination with upstream devices, as required. Refer to drawings for more information.

### **2.7.2 Panelboards**

Provide (1) 100A 208/120V Panelboard. Panelboard reserved to serve general receptacles. Coordinate circuit breaker requirements with client. Panelboard and circuit breakers shall match campus standards and be capable of coordination with upstream devices, as required. Refer to drawings for more information.

## **3 SYSTEMS**

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### **3.1 DUCTWORK**

Supply and return ductwork shall be fully welded stainless steel conforming to SMACNA Standards. Duct mounted devices shall be fully welded or flanged with gaskets.

Relief and outside air ductwork shall be galvanized steel conforming to SMACNA Standards rated to Class A for Leakage.

#### **3.1.1 Insulation**

Supply ductwork serving the environmental chamber shall be insulated with 1.5" 0.75 PCF foil faced fiberglass insulation and sealed for a continuous vapor barrier.

Return ductwork serving the environmental chamber shall be uninsulated.

Supply ductwork serving the climate chamber shall be insulated with 3" 0.75 PCF foil faced fiberglass insulation and sealed for a continuous vapor barrier.

Return ductwork serving the climate chamber shall be insulated with 3" 0.75 PCF foil faced fiberglass insulation and sealed for a continuous vapor barrier.

### **3.2 PIPING**

Piping shall comply with ASME B31.9 and be either ASTM B88 seamless Type L copper tubing or ASTM 53 Type E carbon steel pipe.

#### **3.2.1 Insulation**

Chilled water pipe shall be insulated with a minimum 1" of expanded polyisocyanurate or phenolic pipe insulation with a saran based vapor barrier jacket. Piping on the roof shall also have an aluminum jacket.

### **3.3 ELECTRICAL**

Electrical systems within the chamber shall comply with all requirements of the Maryland Building Codes.

### **3.4 FIRE PROTECTION**

Sprinkler service shall be extended from the building systems to within the chambers per the requirements of NFPA 13 and the Maryland Building Codes.

Fire alarm and signaling devices shall be provided within the chambers per the requirements of the Maryland Building Codes.

## **4 BUILDING SERVICES**

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### **4.1 WATER SERVICES**

Make-up water will be required for the humidifiers. Provide water softeners to prolong humidifier life and reduce maintenance.

### **4.2 ELECTRICAL SERVICES**

Electrical service shall be provided to the distribution panel serving all chamber equipment, lighting, and subpanels for internal loads. The available building service is exclusively 208/120V. A new 600A breaker is anticipated to serve the chamber distribution panel.

### **4.3 FIRE PROTECTION SERVICES**

Sprinkler service shall be extended from the zone serving the existing laboratory.

Fire alarm devices shall be extended from the circuit serving the existing laboratory.

## **Performance Testing of the Environmental and Climate Chambers**

This section describes the testing performance requirement of the chambers to assess response time of the environmental and climate chambers to changes in the set point temperature. A temperature shall reading shall be deemed stable if the bandwidth of readings in the previous two minute interval is narrower than 0.5°F and within 0.5°F of the setpoint.

### **Environmental chamber**

#### **General Conditions**

The following general conditions shall be maintained under all performance tests within the Environmental Chamber:

- The air handling unit shall be set for 50% outside air.
- Supply air shall be distributed from four evenly spaced supply diffusers located at the ceiling.
- Return air shall be from a centrally located corner ceiling mounted perforated return diffuser or return grille.
- The testing location shall be underneath the return at a height of 5ft above the floor.

#### **Performance of the environmental chamber**

The performance of the environmental chamber needs to be tested for four different airflow rates at three different temperature variations. During the entire performance testing, temperature variation needs to be monitored and recorded for the response time. The chamber testing performance criteria are:

- **At air flow rate of 2 ACH:**
  - Reach a stable reading in 50 minutes at most for a range of setpoint temperatures from 82°F to 68°F for the cooling performance testing, and from 68°F to 82°F for the heating performance testing.
  - Reach a stable reading in 42.5 minutes at most for a 10°F change in the setpoint temperature.
  - Reach a stable reading in 35 minutes at most for a 7°F change in the setpoint temperature.
- **At airflow rate of 6 ACH:**
  - Reach a stable reading in 17.5 minutes at most for a range of setpoint temperature from 82°F to 68°F for the cooling performance testing, and from 68°F to 82°F for the heating performance testing.
  - Reach a stable reading in 15 minutes at most for a 10°F change in the setpoint temperature.
  - Reach a stable reading in 12.5 minutes at most for a 7°F change in the setpoint temperature.
- **At airflow rate of 9 ACH**
  - Reach a stable reading in 15 minutes at most for a range of setpoint temperature from 82°F to 68°F for the cooling performance testing, and from 68°F to 82°F for the heating performance testing.
  - Reach a stable reading in 12.5 minutes at most for a 10°F change in the setpoint temperature.
  - Reach a stable reading in 10 minutes at most for a 7°F change in the setpoint temperature.
- **At airflow rate of 18 ACH:**
  - Reach a stable reading in 12.5 minutes at most for a range of setpoint temperature from 82°F to 68°F for the cooling performance testing, and from 68°F to 82°F for the heating performance testing.
  - Reach a stable reading in 10 minutes at most for a 10°F change in the setpoint temperature.

- Reach a stable reading in 7.5 minutes at most for a 7°F change in the setpoint temperature.

## **Climate chamber**

### **General Conditions**

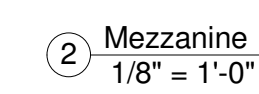
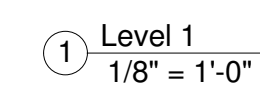
The following general conditions shall be maintained under all performance tests within the Climate Chamber:

- The air handling unit shall be set for 20% outside air.
- Supply air shall be distributed from a ceiling mounted centrally located supply.
- Return air shall be from a wall mounted return grille close to the floor.
- The testing location shall be in front of the return air at 5ft above the floor.

### **Performance of the climate chamber**

The performance of the climate chamber needs to be tested for four different airflow rates at three different temperature variations. During the entire performance testing, temperature variation needs to be monitored and recorded for the response time. The chamber testing performance criteria are:

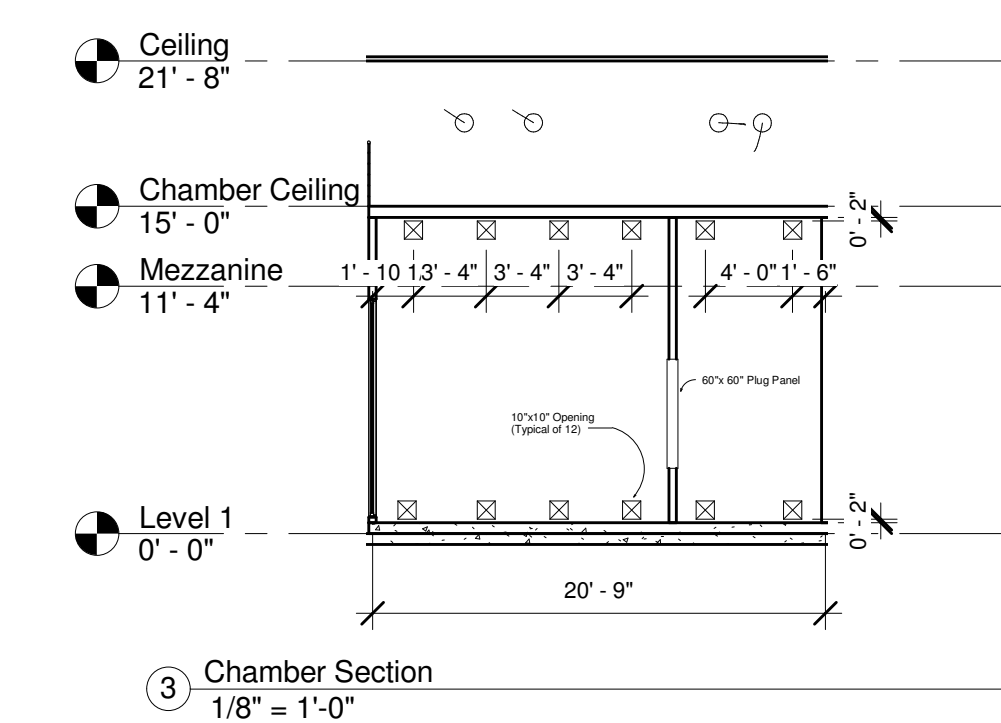
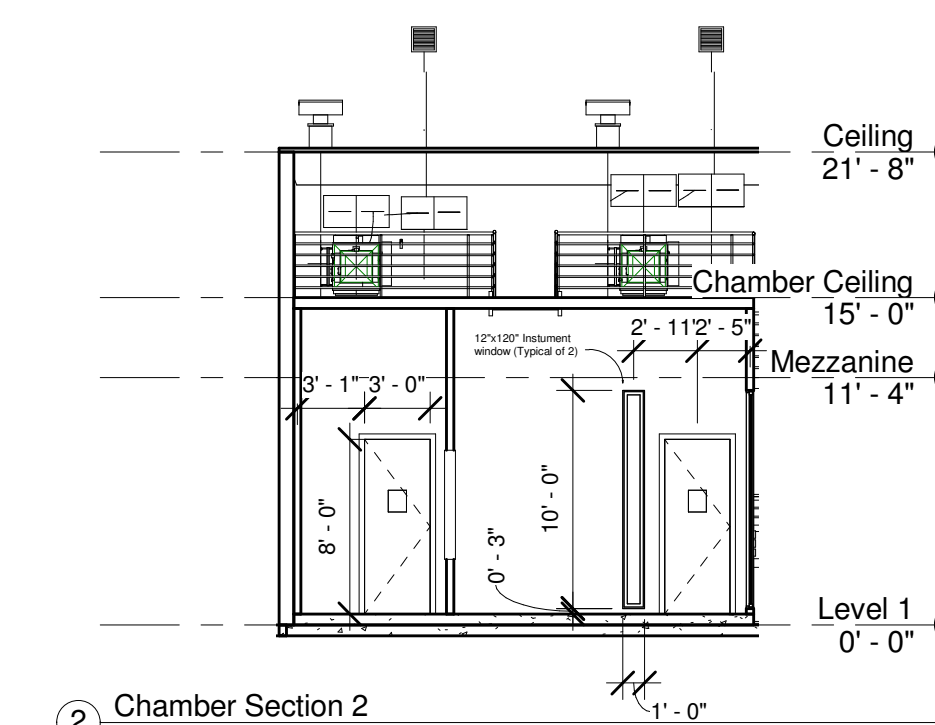
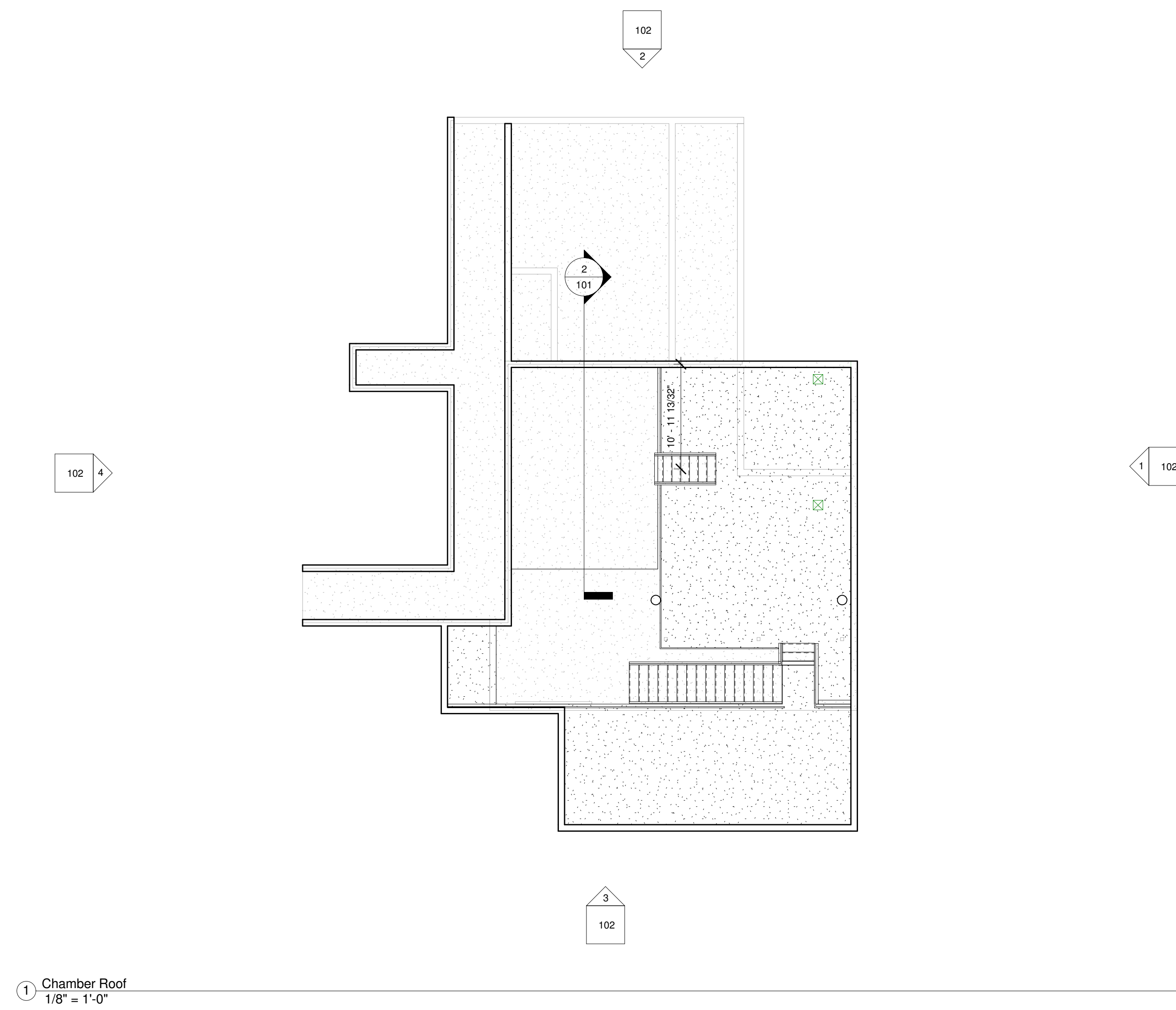
- **At air flow rate of 2 ACH:**
  - Reach a stable reading in 72.5 minutes at most for a range of setpoint temperature from 90°F to 40°F for the cooling performance testing, and from 40°F to 90°F for the heating performance testing.
  - Reach a stable reading in 60 minutes at most for a 25°F change in the setpoint temperature.
  - Reach a stable reading in 42.5 minutes at most for a 10°F change in the setpoint temperature.
- **At airflow rate of 6 ACH:**
  - Reach a stable reading in 27.5 minutes at most for a range of setpoint temperature from 90°F to 40°F for the cooling performance testing, and from 40°F to 90°F for the heating performance testing.
  - Reach a stable reading in 22.5 minutes at most for a 25°F change in the setpoint temperature.
  - Reach a stable reading in 15 minutes at most for a 10°F change in the setpoint temperature.
- **At airflow rate of 9 ACH**
  - Reach a stable reading in 22.5 minutes at most for a range of setpoint temperature from 90°F to 40°F for the cooling performance testing, and from 40°F to 90°F for the heating performance testing.
  - Reach a stable reading in 17.5 minutes at most for a 25°F change in the setpoint temperature.
  - Reach a stable reading in 12.5 minutes at most for a 10°F change in the setpoint temperature.
- **At airflow rate of 18 ACH:**
  - Reach a stable reading in 17.5 minutes at most for a range of setpoint temperature from 90°F to 40°F for the cooling performance testing, and from 40°F to 90°F for the heating performance testing.
  - Reach a stable reading in 15 minutes at most for a 25°F change in the setpoint temperature.
  - Reach a stable reading in 10 minutes at most for a 10°F change in the setpoint temperature.





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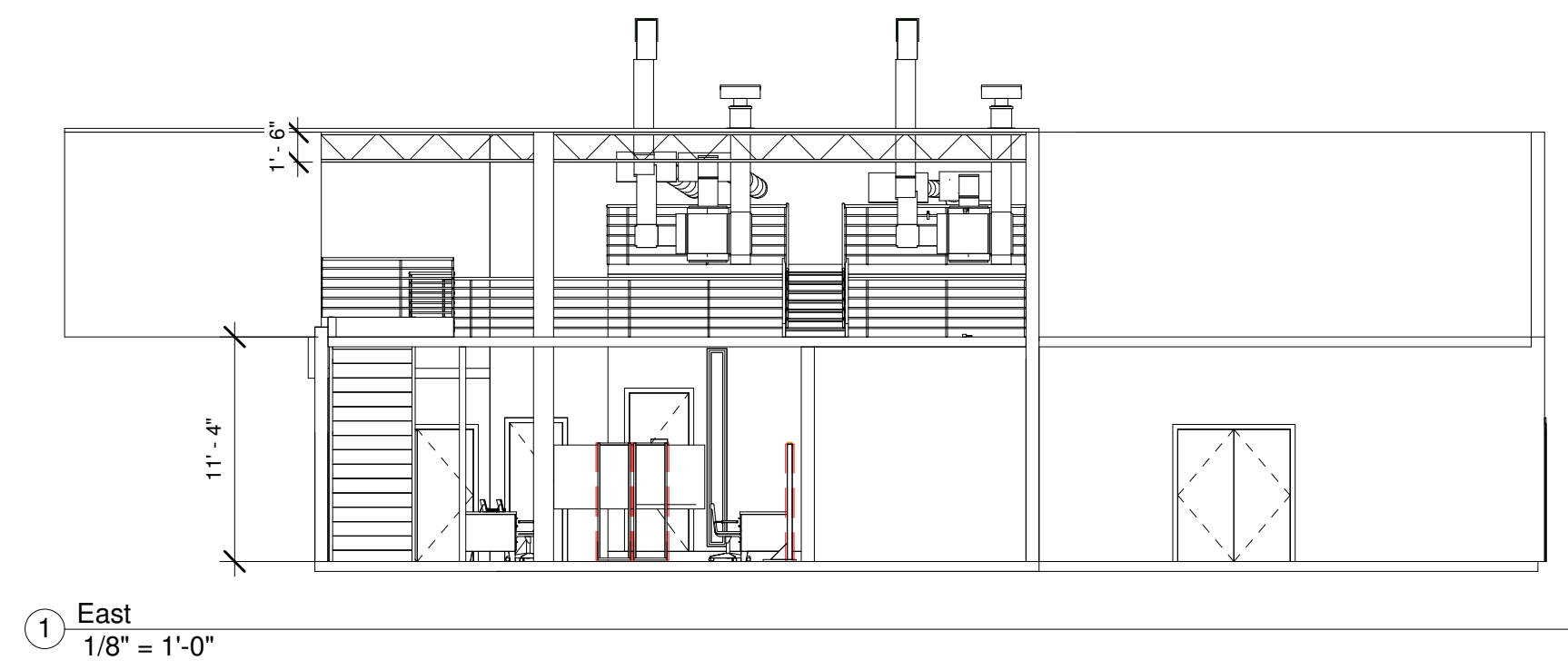
Building Science Group
Chamber
Chamber Roof and Sections

Project Number	Project Number
Date	Issue Date
Drawn By	Author
Checked By	Checker
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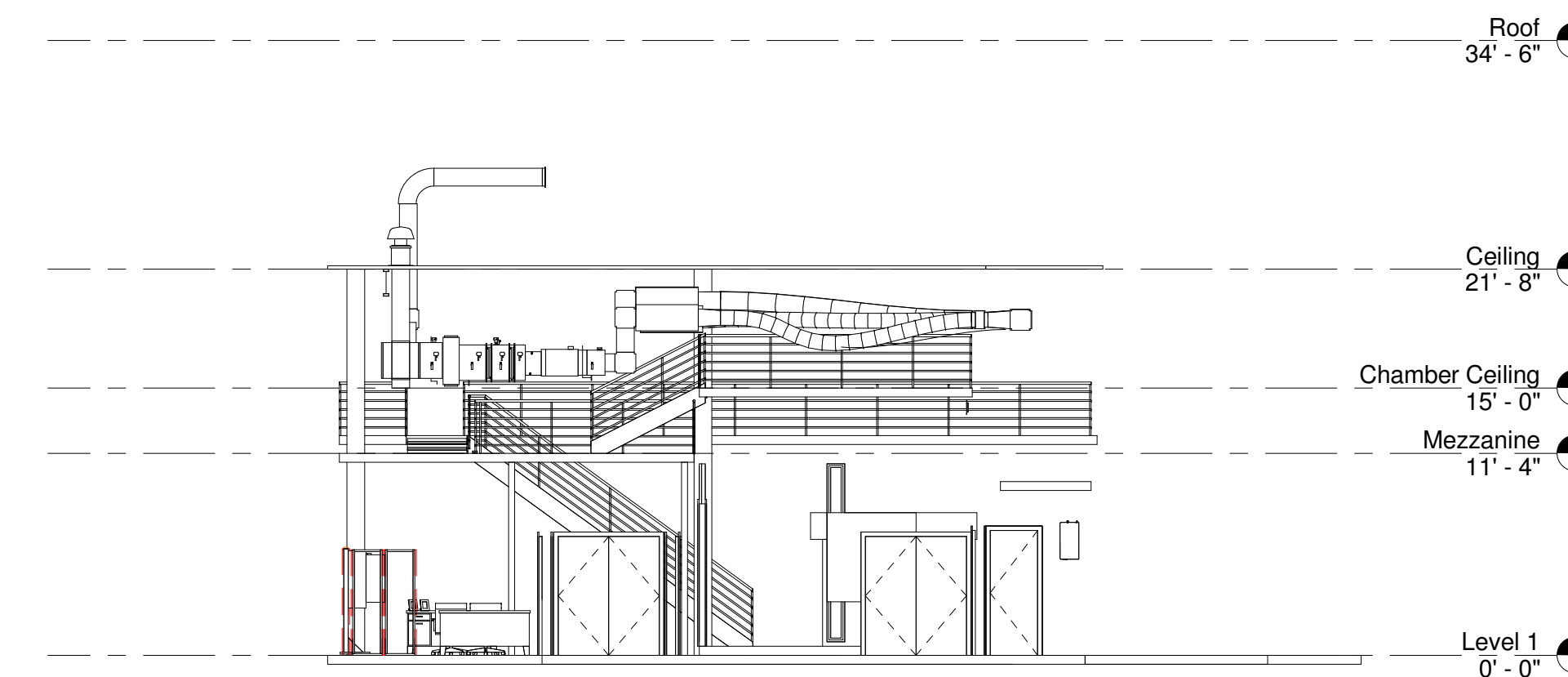


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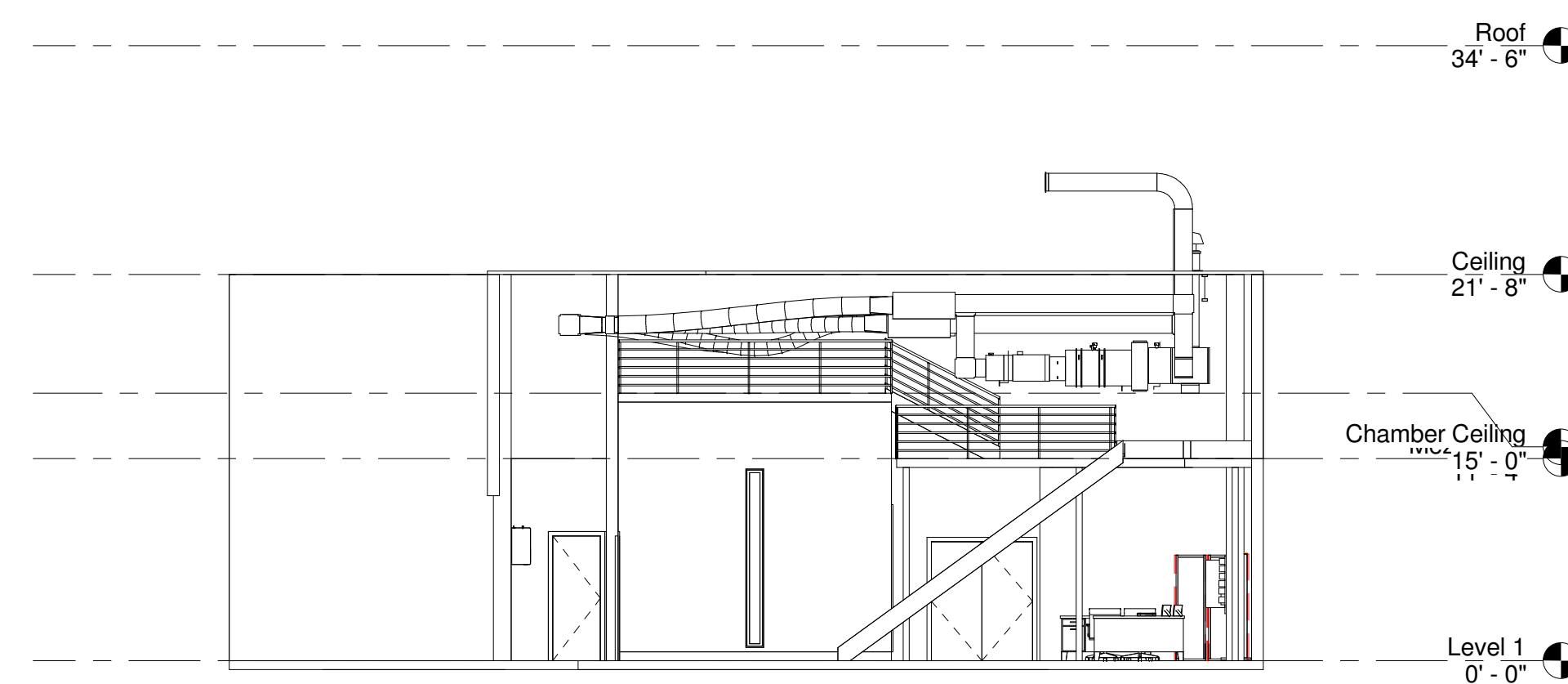
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(301)-405-6247



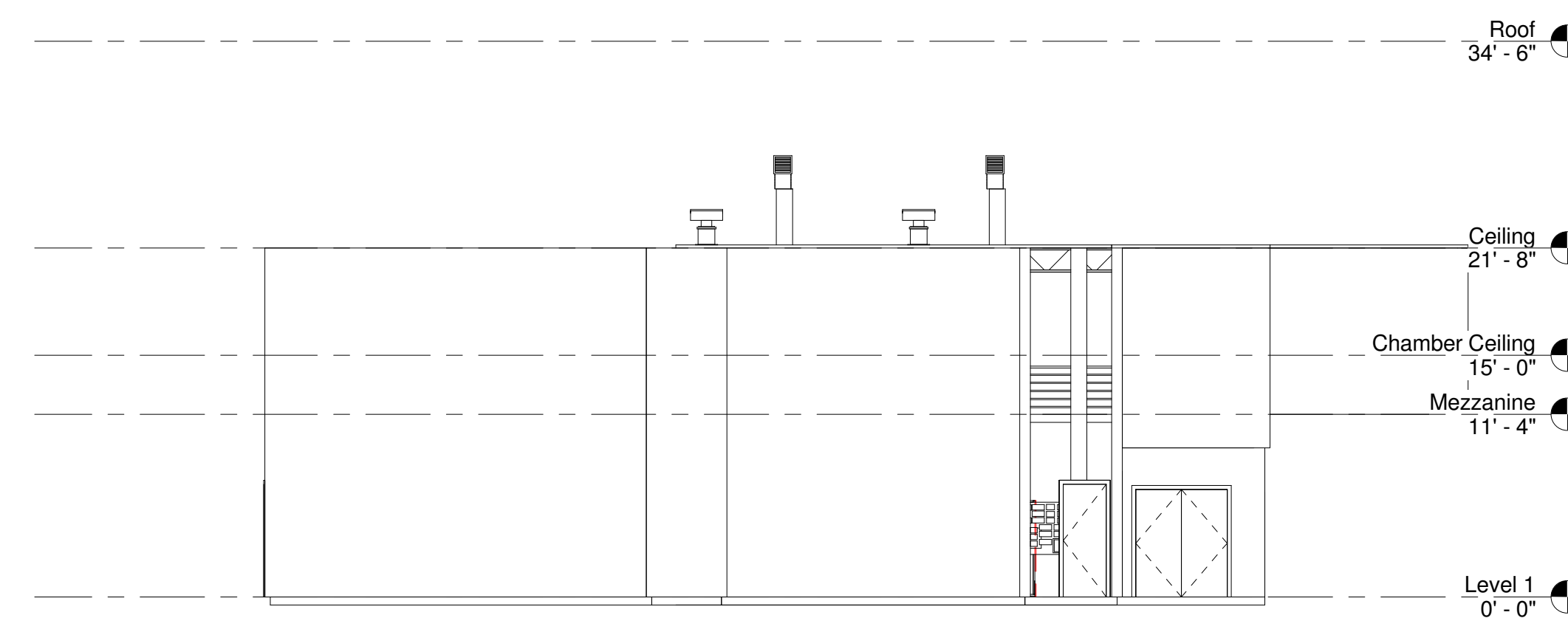
① East  
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② North  
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③ South  
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④ West  
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## Building Science Group Chamber Elevations

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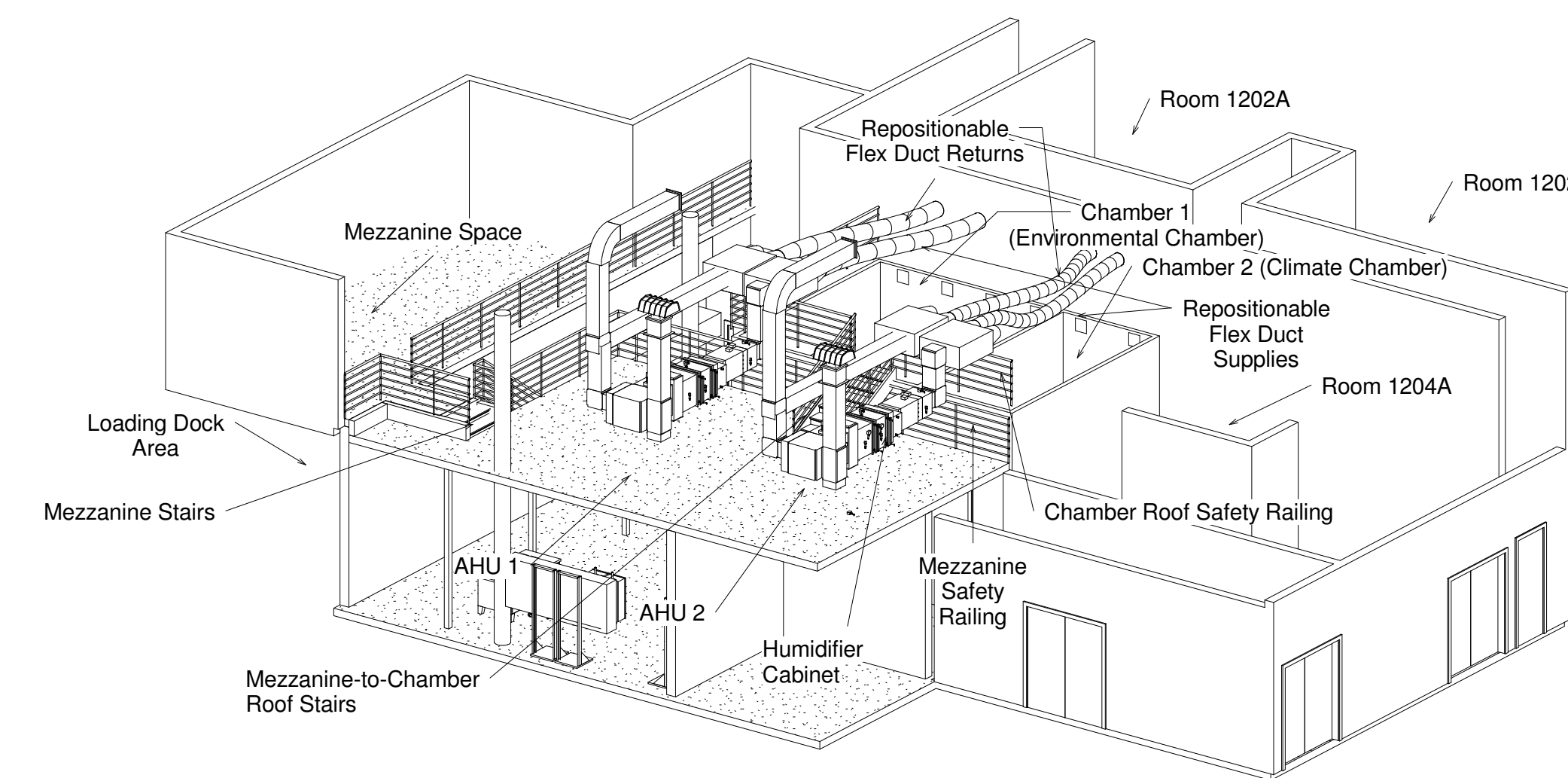
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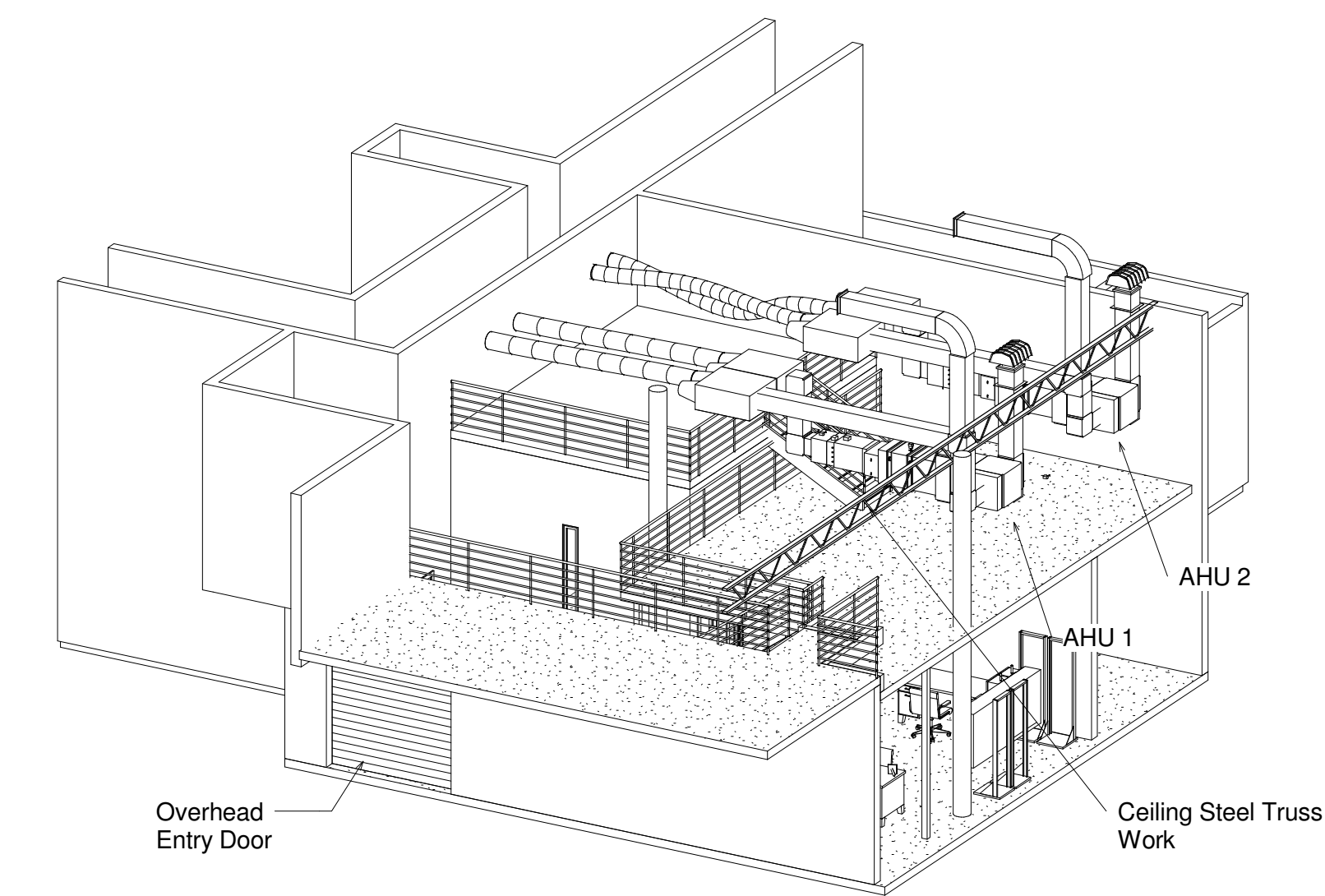


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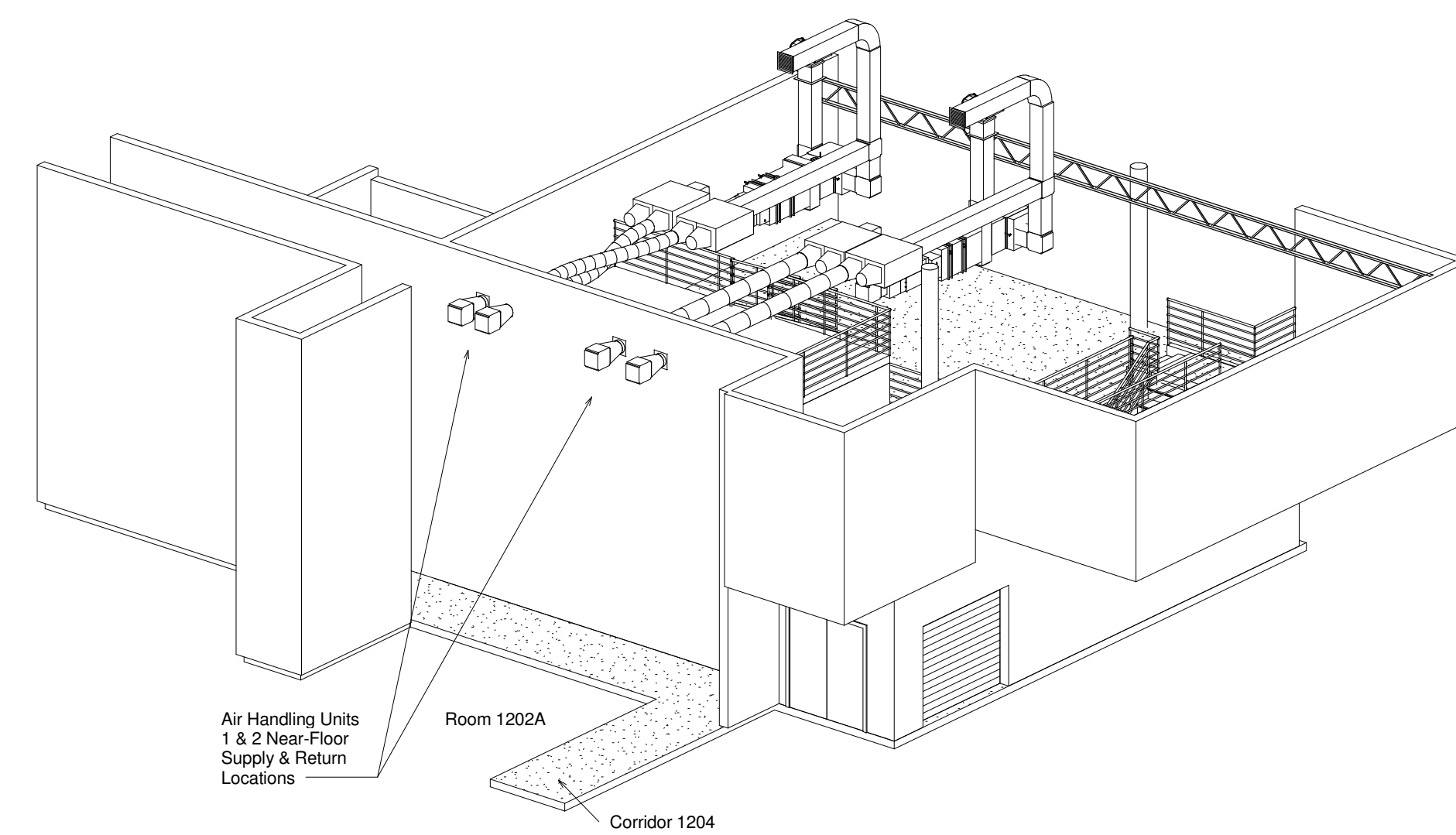
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① 3D NE ISO



② 3D SE Iso



### 3 3D Corridor Air Return

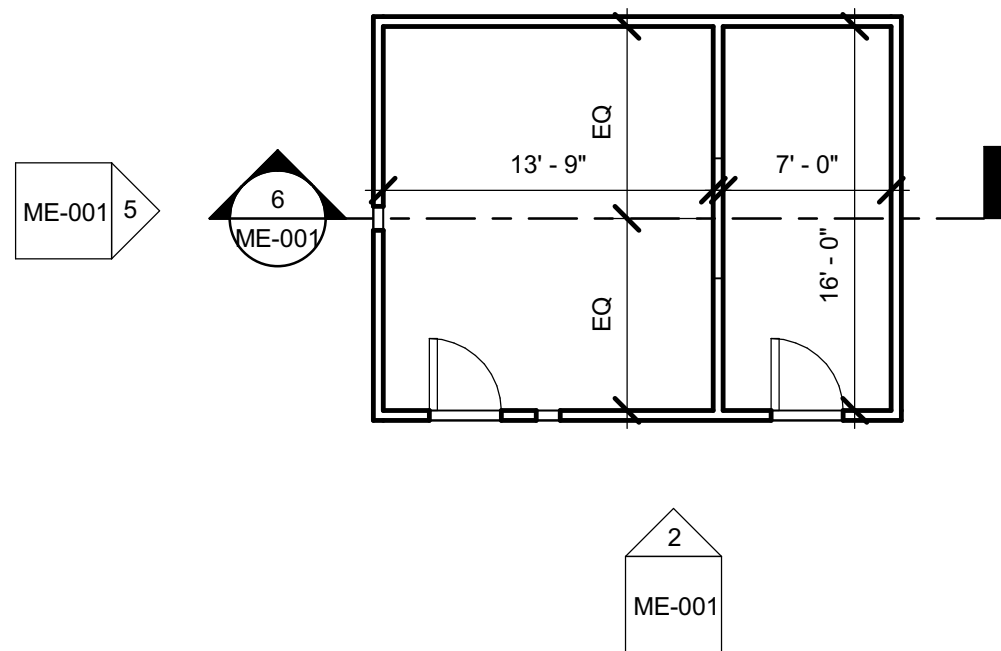
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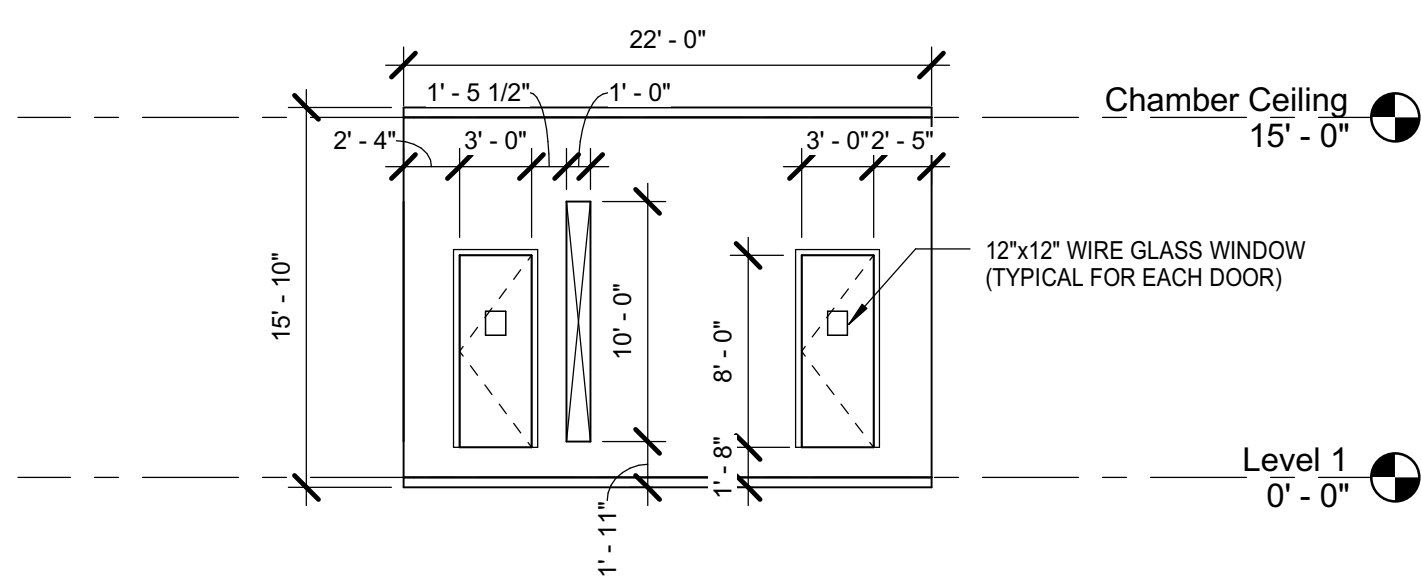
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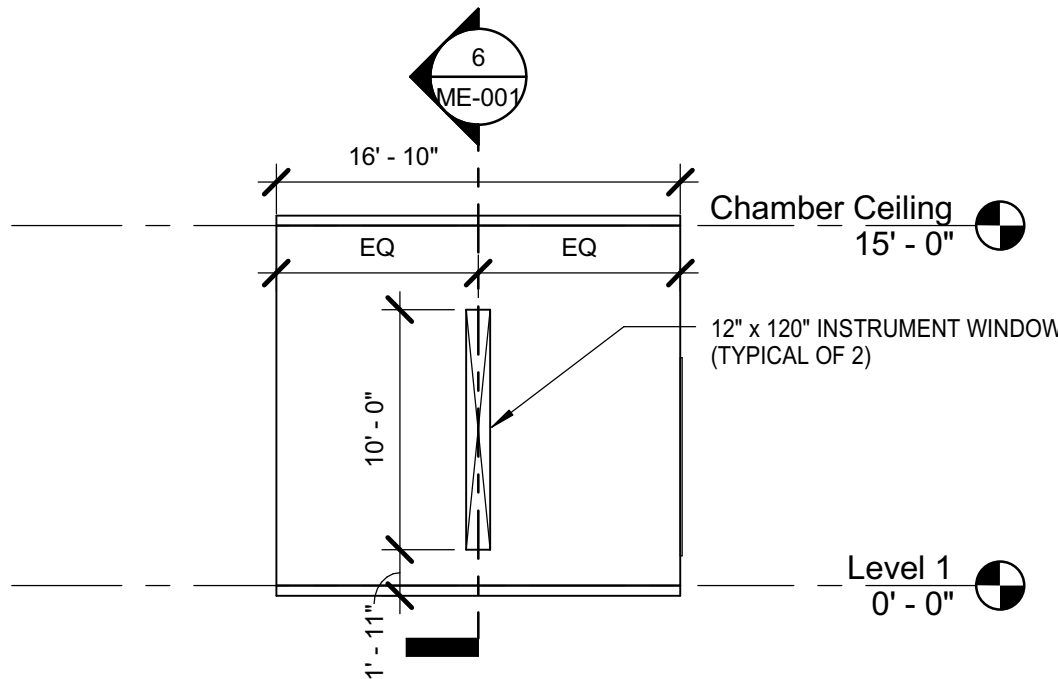
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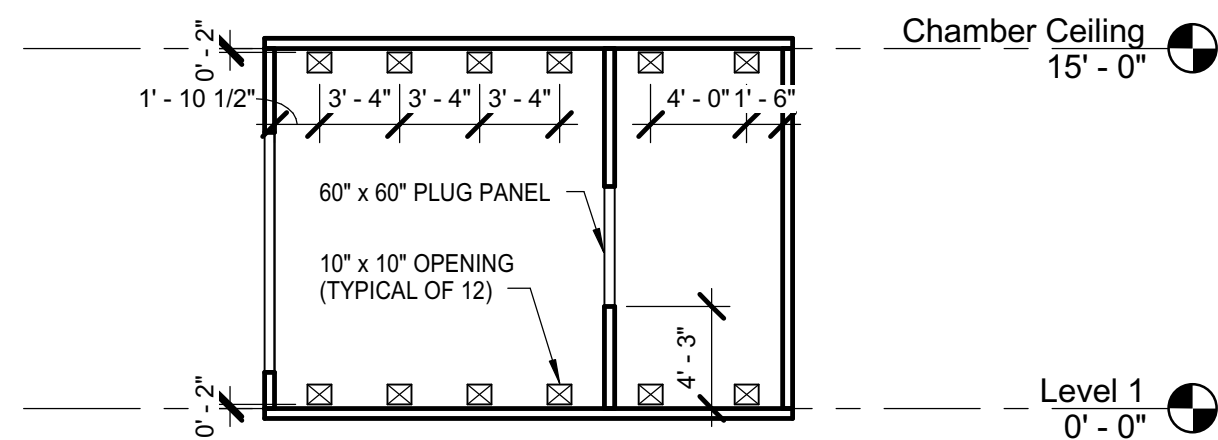
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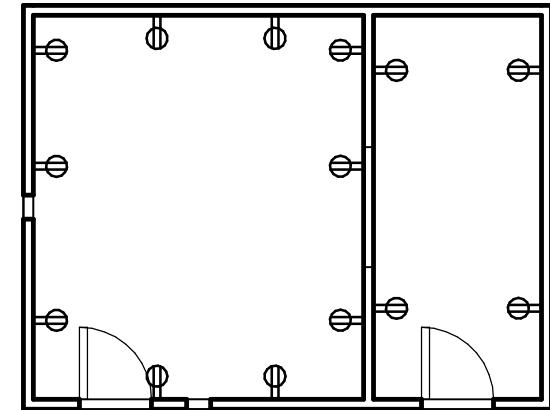
2 Front Elevation  
1/8" = 1'-0"



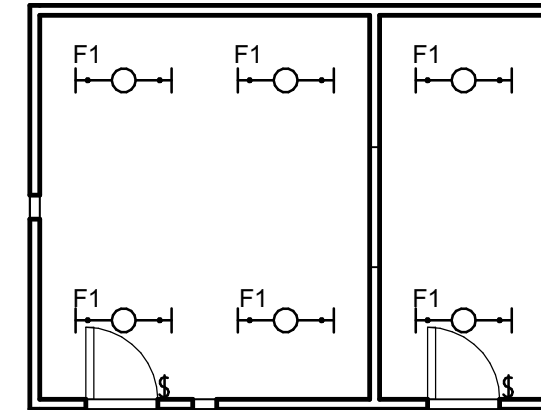
5 Environmental Chamber Side Elevation  
1/8" = 1'-0"



6 Interior Section  
1/8" = 1'-0"



3 Level 1- Electrical Power  
1/8" = 1'-0"



4 Level 1- Electrical Lighting  
1/8" = 1'-0"

LIGHT FIXTURE SCHEDULE			
FIXTURE ID	DESCRIPTION	LAMP	WATTAGE
F1	1X4 SUSPENDED DIRECT LINEAR FIXTURE	(2) F32T8	64 W

## CONTROL SYMBOLS

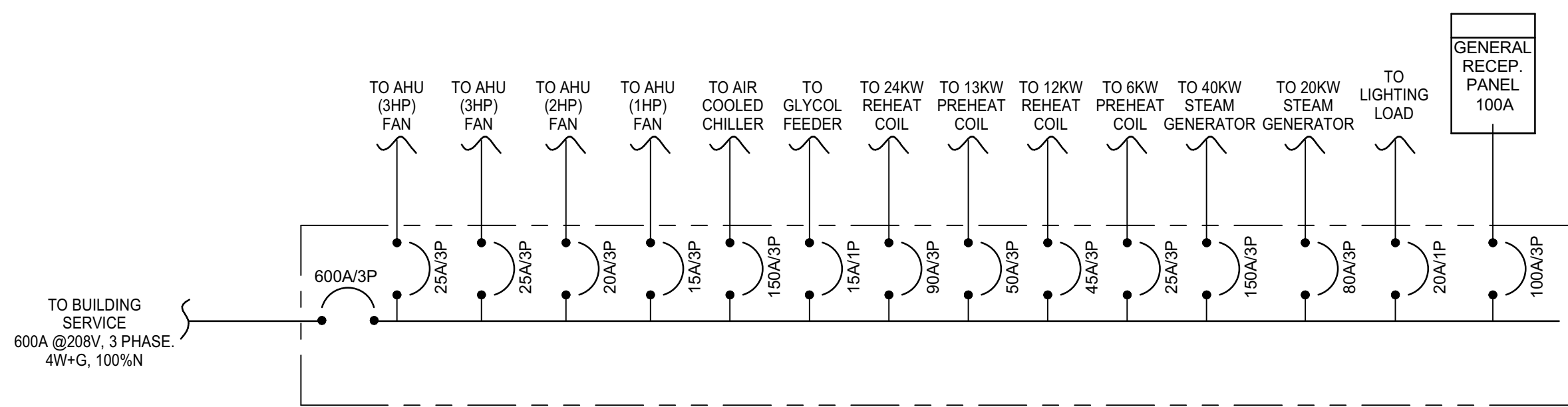
- TE TEMPERATURE ELEMENT
- TT TEMPERATURE TRANSMITTER
- ME MOISTURE ELEMENT
- MT MOISTURE TRANSMITTER
- MHL MOISTURE HIGH LIMIT
- SPT STATIC PRESSURE TRANSMITTER
- VFD VARIABLE FREQUENCY DRIVE
- TEST PORT

## ONE-LINE SYMBOLS

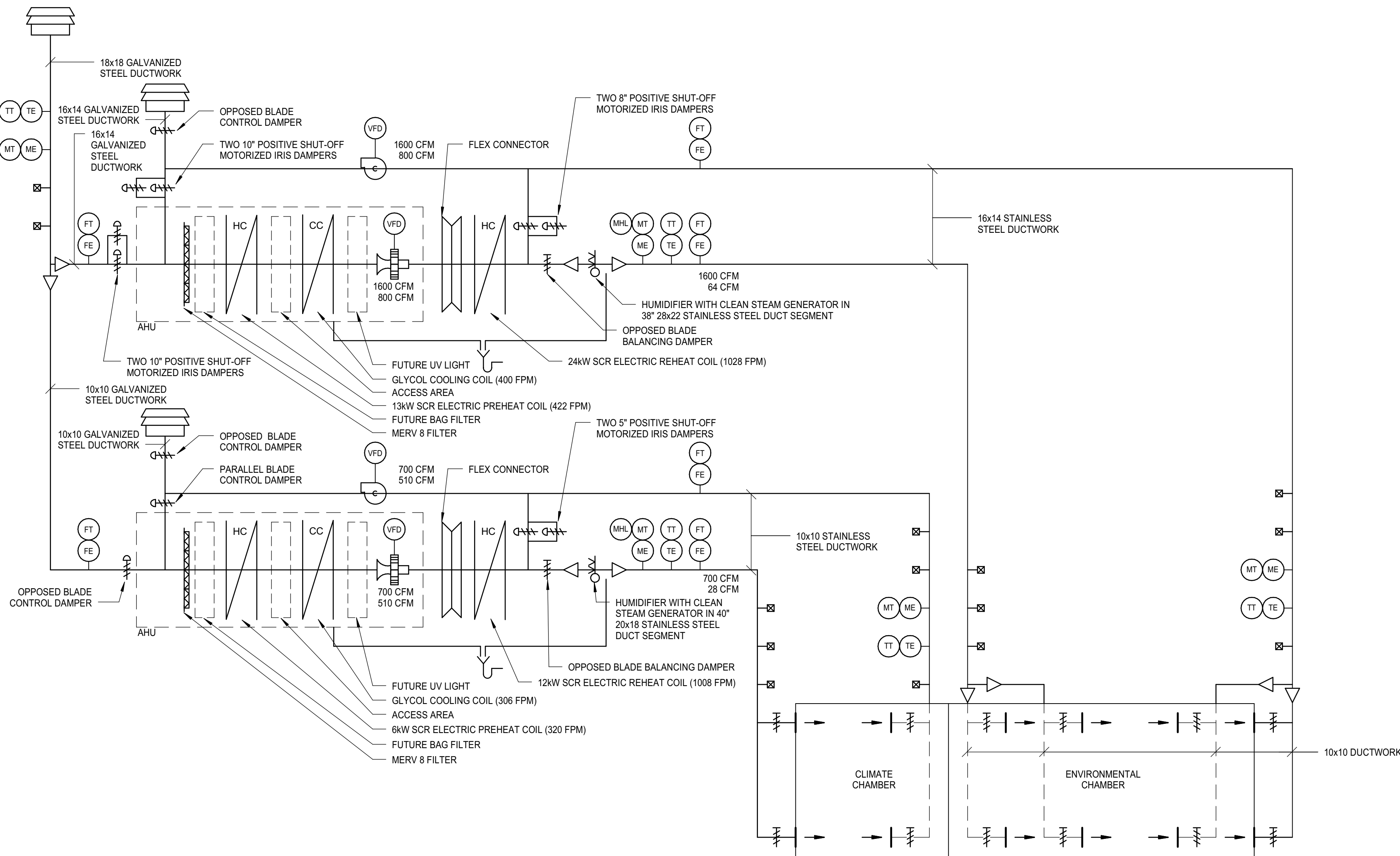
- PANELBOARD
- CIRCUIT BREAKER

## SYMBOLS

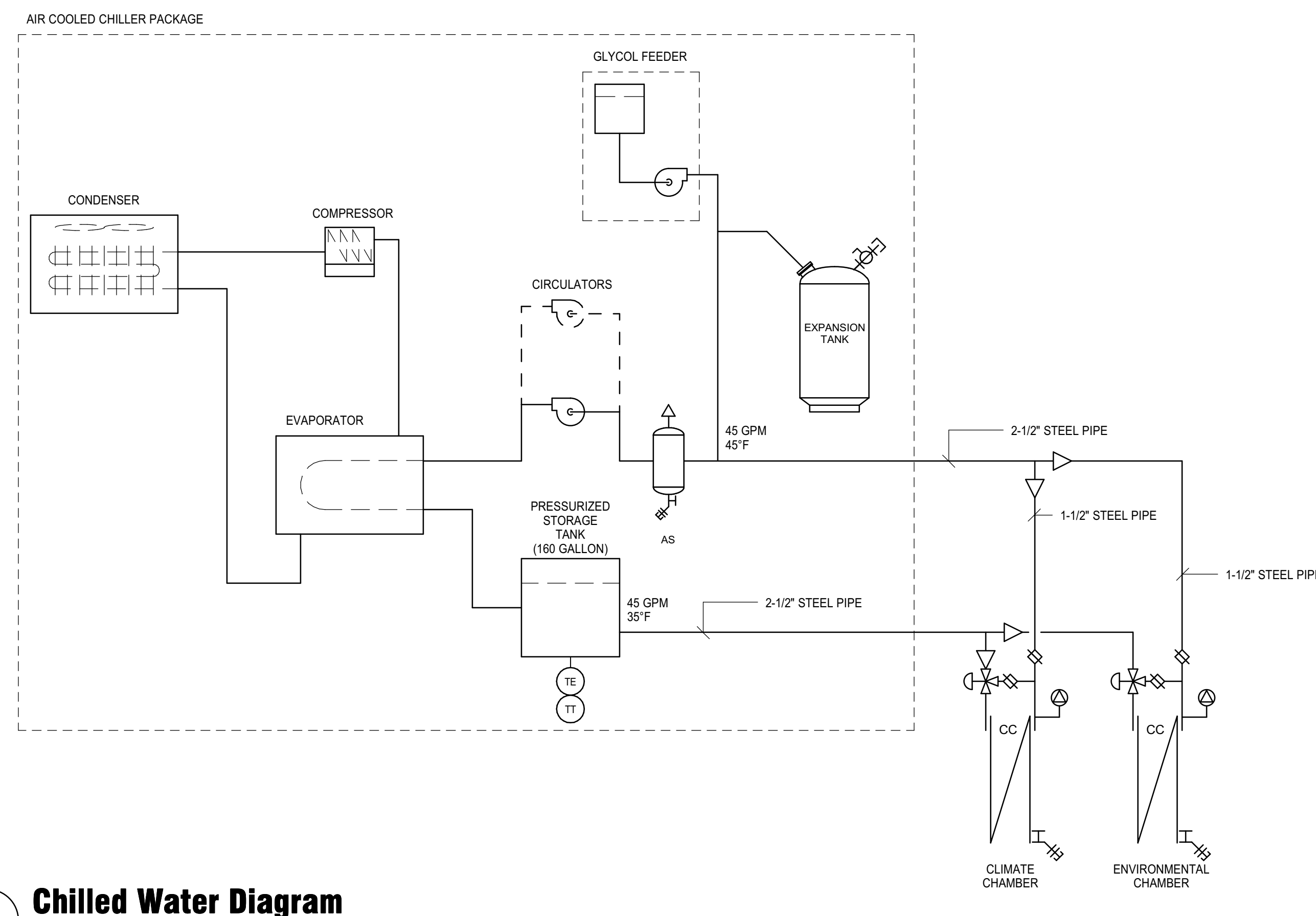
- CONTROL DAMPER
- DAMPER
- 3-WAY CONTROL VALVE
- BALANCING VALVE
- MANUAL AIR VENT
- FILTER
- HEATING COIL
- COOLING COIL
- FAN
- HUMIDIFIER
- RECEPTACLE MOUNTING AT: 18" AFF
- SUSPENDED LINEAR FLUORESCENT



7 One Line Riser Diagram



8 Airflow Diagram



9 Chilled Water Diagram

### Issuance and Revisions

Rev	Date	Description
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THIS DOCUMENT IS FOR PRICING PURPOSES ONLY AND SHOULD NOT BE USED FOR CONSTRUCTION. THE SYSTEMS PRESENTED ARE DIAGRAMMATIC IN NATURE AND MAY NOT REPRESENT ALL THE COMPONENTS NECESSARY FOR A COMPLETE AND FUNCTIONING SYSTEM.

### Project Title

UNIVERSITY OF MARYLAND - COLLEGE PARK - BUILDING SCIENCES GROUP ENVIRONMENTAL AND CLIMATE CHAMBERS

### Project Number

15527-00

### Date Issued

10/09/15

### Scale

As indicated

### Drawn By

BJB

### Checked By

MAW

### Sheet Title

Chamber Plans and Schematics

### Sheet Number

ME-001

#### **4.0 TECHNICAL EVALUATION FACTORS:**

##### **A. TECHNICAL PROPOSAL EVALUATION**

The University will establish an Evaluation Committee for the purpose of evaluating Technical Proposals submitted in response to this RFP. The Evaluation Committee, considering each proposer's response to the Technical Proposal Evaluation Factors described herein, will evaluate Technical Proposals and may recommend a short list of the best technically qualified proposers for further consideration by the Procurement Officer. Subject to review and approval by the Procurement Officer, the short-listed proposers will then be classified as technically acceptable. Each technically acceptable proposer shall be considered as equal, going into the evaluation of Price Proposals.

##### **B. TECHNICAL PROPOSAL EVALUATION FACTORS**

The following information **must** be furnished in the Technical Proposal. Omission of any of the items noted below may result in the proposal being rejected as unacceptable. Compile the technical proposal in the same order as the Technical Proposal Evaluation Factors listed below. Technical Proposal Evaluation Factors are listed below in relative order of importance.

1. Contractor must describe in detail how the proposer proposes to meet the products and/or services as stated herein. Contractors may provide supportive information as an attachment.
2. **Experience on Similar or Relevant Projects in Door Installations**
  - (a) Complete the Experience Form (Loose Forms Package; duplicate as needed – see Section J Attachment D) for two (2) projects similar in magnitude and scope to that described herein, which the proposer has successfully completed within the past five (5) years.
  - (b) Qualifying reference projects shall reflect work completed successfully by the proposer, and each valued at a **minimum of \$200,000.**
  - (c) As indicated on the form, provide the following information for each project:
    - 1) A concise but detailed description of the project (s) (including project type, setting and schedule);
    - 2) Similarities of the reference project(s) to this project;
    - 3) Customer/Project Owner's name, address, contact name and current telephone number (Note: All references provided will be contacted);
    - 4) Proposal's project manager and/or field superintendent for the reference project;

- 5) Contract method used (CM, GC, DB, Other);
- 6) The start date, the original completion date at time of award, and the actual completion date of the project; and
- 7) The proposal price, final project cost, and percentage increase (or decrease) for the construction contract.

**EVALUATION CRITERIA:** *Experience that clearly demonstrates the proposer's knowledge of, and ability to, successfully perform work similar to that contemplated by these specifications. Higher consideration will be given for experience involving projects most similar to the projects proposed by this RFP, in terms of size, scope and complexity. Ability to deliver projects on time. Ability to deliver projects within cost established at award.*

### 3. **Proposer's Personnel**

- (a) Key Personnel. Complete a separate Key Personnel Form (Loose Forms Package; duplicate as necessary – see Section J Attachment E) for the **Project Manager or Site Manager**

#### **Project Manager/Site Manager**

Minimum Requirements: High school graduate with a minimum of five (5) years experience in the management, administration, and supervision of construction/renovation projects. Considerable knowledge of construction materials, procedures, methods and equipment. Knowledge of safety hazards and OSHA requirements. Ability to interpret contracts plans and specifications for subcontractors.

Include the following:

1. Work experience with the proposing firm, including duration of employment, with dates, and position(s) held;
2. Work experience with prior employers, including duration of employment, with dates, and position(s) held.

**NOTE: Personnel Commitment:** If successful, the Proposer is committing these staff to the University for the project's duration; no key personnel changes are permitted without written authorization from the University. Replacement personnel, if accepted by the University, must be equal to or better than those identified in the proposal.

**EVALUATION CRITERIA:** *Responses that fully address all information detailed above. Higher consideration will be given if the Project Manager and Field Superintendent have worked together on previous successful project.*

### 4. **References** – Do Not Provide Additional References – see below

(a) Using the information provided by the proposer (see above item 2) for the purpose of establishing experience, the University will contact all Customer/Project Owner references identified by the proposer. Proposers should verify the accuracy of reference contact information before submitting their proposal. The University will hold all reference data in strict confidence.

(b) The University reserves the right to check other reference sources at its sole discretion, including sources not identified by the proposer. The University may also consider the performance of the proposer on any/all projects performed for the University prior to submittal of this proposal, including ongoing/active projects, whether identified by the proposer or not.

**EVALUATION CRITERIA:** *Positive feedback from references identified by the proposer. Positive feedback from any other reference sources identified by the University. Satisfactory performance of work for the University on past (or active) projects).*

5. **Economic Benefit to Maryland:\***

A. Offerors shall submit with their proposals a narrative describing the estimated benefits that will accrue to the Maryland economy as a direct or indirect result of their performance of this contract (the “Qualifying Reference” project cost of \$200,000 as cited in Section A-2 Sub Section X (Instructions, Conditions and Notices to Contractor) of this RFP should be used as the basis). Proposals will be evaluated to assess the benefit to Maryland’s economy specifically offered. Offerors shall take into consideration the following factors **(Please do not include any details of the price proposals with this information):**

- (1) The estimated percentage of contract dollars to be recycled into Maryland’s economy in support of the contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Be as specific as possible. Provide a breakdown of expenditures in this category.
- (2) The number and types of jobs for Maryland residents resulting from the contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the contractor has committed at both prime and, if applicable, subcontract levels.
- (3) Tax revenues to be generated for Maryland and its political subdivisions as a result of the contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
- (4) Estimated Percentage of Subcontract/Supplier dollars committed to Maryland small business and MBEs. (These are also included under the first category (a) above.)

- (5) Estimated percentage of Subcontract/Supplier dollars committed to “local” Maryland businesses. For purposes of this proposal, a “local” Maryland business is a business with its primary base of operations located in the same county as the job site for this project, or a Maryland business located within twenty five (25) miles of the job site.
- (6) Other benefits to the Maryland economy which the offeror promises will result from awarding the contract to the offeror. Describe the benefit, its value to the Maryland economy (in terms of percentages), and how it will result from the contract award.

**EVALUATION CRITERIA:**

*Highest consideration will be given to proposals offering the most benefit to Maryland, considering the aggregate of items (1) through (6) above.*

## **Section D - Packaging and Marking**

The following packaging and marking requirements are incorporated herein:

The Contractor shall:

1. Pack and mark each shipment to comply with specifications contained herein. In the absence of specifications, prepare each shipment in conformance with carrier requirements and accepted trade practices.
2. Mark the outside of each shipment carton with the applicable contract number.
3. Deliver each shipment in good order and condition to the point(s) of delivery specified herein.
4. Be responsible for any loss and/or damage to the goods occurring before receipt of each shipment by the consignee at the delivery point(s) specified herein.
5. Furnish a delivery schedule and designate the mode of delivering carrier.

## **Section E - Inspection and Acceptance**

The following inspection, testing and acceptance requirements are incorporated herein:

1. System inspection, testing, and acceptance shall be in accordance with Section C, Subsection 3.02 of this RFP.

### **Inspection and and Acceptance (Equipment)**

The following inspection, testing and acceptance requirements are incorporated herein:

- During installation, the contractor shall perform standard testing of the individual components, and the complete integrated system ensuring all facets of the system, at a minimum, meet the original manufacturers specifications, and that the integrated system successfully conforms to all University requirements and parameters.
- System inspection, testing, and acceptance shall be in accordance with, affirm and confirm the requirements of Section C of this RFP.
- If during the testing phase, any portion of the system is not functional and/or fails to meet the specification and requirements stated above, the Contractor shall use reasonable efforts necessary to correct the system within a reasonable timeframe at no additional charge to the University
- Final system acceptance will be provided in writing by the University Program Manager, only upon satisfactory demonstration via testing, that the complete system meets all specifications and requirements stated above.
- Should the system not pass the testing protocols, the Contractor will be required to return to the University and make adjustments/repairs at no additional charge and then re-test to bring the system into compliance. Should the system not pass the testing protocols, the University reserves the unilateral right to return the system for a full refund.

Deliverables shall be made in accordance with the scope of this agreement. The University, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control.

The University unilaterally may order in writing the suspension, delay, or interruption of performance hereunder.

All deliverables provided under this agreement shall be delivered to the point or points specified prior to, or on the date specified in this Contract.

Any deliverables that fail to meet the specifications shall be rejected.

The University reserves the right to purchase replacement deliverables on the open market and charge the Contractor for any excess price paid for the replacement, plus applicable expenses, if any.



## **Section F - Deliveries or Performance**

The following delivery or performance requirements are incorporated herein:

1. Prices quoted shall include all transportation, delivery and installation charges fully prepaid by the Contractor, Free On Board (FOB) Destination to

University of Maryland  
Department of Mechanical Engineering  
Technology Ventures Building, Loading Dock Area  
College Park, MD 20742

2. When installation is required as part of this contract, the Contractor shall be responsible for removal of all packing materials.

## **Section G - Contract Administration Data**

### **1.0 Roles of the University of Maryland Program Manager and Procurement Officer**

The Procurement Officer is the University of Maryland's authorized representative for all pre-contract matters related to this contract. Additionally, throughout the duration of the contract, the Procurement Officer shall be the only individual with authority to modify any provisions of this contract including, without limitation, the statement of work, pricing or any other sections.

The University of Maryland Program Manager, Dr. Jelena Srebric and designated staff shall be the principal interface on behalf of the University of Maryland for post-award technical matters, and shall have the authority to explain and provide further details regarding the University of Maryland's expectations concerning the work to be performed hereunder and/or the items to be provided herein. The Program Manager and designated staff shall have no authority to modify any provisions of this contract.

### **2.0 Invoicing**

The Contractor shall provide the following invoicing services. Invoices shall reflect the price structure spelled out in Section B.

Throughout the duration of any resultant contract, the Contractor shall provide one paper copy of each invoice. The paper invoice must contain the following minimum information:

- a. Invoice Number
- b. Invoice Date
- c. The word ORIGINAL printed on the original copy of the document.
- d. The full company or corporate name and address; payment address if it differs from corporate address.
- e. The full nine (9) digit Federal Tax Identification number (for U.S. Contractors only) or Social Security Number.
- f. Purchase order number and/or contract number.

Direct invoices to the following address: (default to the Chesapeake Building – replace if different address is required)

University of Maryland  
AS NOTED ON PURCHASE ORDER/CONTRACT

Any invoice that is unclear, illegible or does not conform to these specific requirements shall be returned to the Contractor for re-issuance.

### **3.0. Assignment**

No part of the work specified herein may be assigned or transferred to another Contractor without the prior written authorization of the Procurement Officer.

### **4.0 Notices**

Notices under this contract shall be in writing and shall be considered effective upon personal delivery to the individual listed below or five calendar days after deposit in any U.S. mailbox, first class and addressed to the other party as follows:

For the University of Maryland:

Kelly J. Ryan  
Procurement & Strategic Sourcing  
University of Maryland  
0410 Service Building  
College Park, MD 20742-3111  
Telephone: 301-405-2898  
Facsimile: 301-314-3011  
Email: **ryankj@umd.edu**

For Contractor: (please complete the following)

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

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

## **Section H - Special Contract Requirements**

### **1. Term of Contract**

The contract term shall commence on the date the contract is signed on behalf of the University or such later date as the University directs. The contract term shall terminate once the job has been accepted by the University of Maryland

### **2. Insurance Requirements**

#### **A. General Requirements:**

1. Insurance required to protect the Contractor and the University from liability and all insurance required in accordance with applicable laws and regulations is addressed herein. These provisions apply to all delivery methods (e.g. General Contracting, Construction Management at Risk and Design-Build) except as noted herein.
2. The amount of insurance coverage specified herein shall be the minimum amount of insurance available to satisfy claims. The Contractor and his subcontractors (as applicable) shall purchase and maintain such insurance with limits of liability as specified herein; or as specified by the Procurement Officer for the project; or as required by law; whichever is greater.
3. A policy which allows the costs associated with investigating, management or defense of any claim, or any other cost incurred by the insured or the insurance carrier, to be deducted from the policy limits is not acceptable.
4. Required insurance shall be purchased and maintained with a company or companies lawfully authorized to do business in the State of Maryland. Insurance companies providing coverage herein shall have an AM Best rating of A-VII or better. All policies, except Professional Liability, shall name the University of Maryland, College Park as "Additional Insured".
5. The Contractor shall be responsible for the maintenance of this insurance, whether the work is performed directly by the Contractor; by any subcontractor; by any person employed by the Contractor or any subcontractor; or by anyone for whose acts the Contractor may be liable.
6. Required insurance policies shall be endorsed to provide sixty (60) days (ten (10) days if cancelled due to non-payment) prior written notice by certified mail of any material change, cancellation or non-renewal to:

University of Maryland  
Department of Procurement and Supply  
Construction & Facilities Procurement  
0410 Service Building  
College Park, MD 20742

7. Prior to commencement of the work, proof of the required insurance and endorsements shall be provided to the Procurement Officer by submission of certificates of insurance. Updated certificates shall be furnished at least annually and upon renewal of policies. Certificates shall cite the contract number and project title and location. The University may upon written request, demand full certified copies of the insurance policies required under this contract.
8. The required coverage shall be maintained until final completion of the project as evidenced by final payment to the Contractor, with the exception of Builder's Risk coverage which shall cease upon the University's written determination of the date of Substantial Completion.
9. The Contractor shall defend, indemnify and hold harmless the University System of Maryland and the University of Maryland, College Park and their respective officers, employees and agents from any and all claims, liability, losses and causes of action which may arise out of the performance by the Contractor, its employees or agents, of the work covered by this contract.

**B. Coverage Required:**

1. Insurance coverage shall include:
  - a. Commercial General Liability ("CGL"): Coverage for general liability claims arising from operations of the Contractor, subcontractors and suppliers, with terms and conditions of the CGL coverage to be provided through the use of ISO Coverage Form CG-00-01-1001 or its equivalent, and shall include at minimum the following:
    1. \$2,000,000 Per Occurrence Limit;
    2. \$4,000,000 General Aggregate Limit;
    3. \$4,000,000 Products/Completed Operations Limit;
    4. Additional Insureds endorsement ISO CG 20 10 and CG 20 37 or their equivalents. As Additional Insured, The University of Maryland, College Park shall have coverage for liability arising out of the Contractors' ongoing and completed operations performed for the University.
    5. Waiver of Subrogation in favor of the University of Maryland, College Park.
    6. Policy to be primary and noncontributory as respects the coverage afforded the University of Maryland, College Park.
    7. No exclusion for X, C and U hazards;
    8. No exclusion for third party action over claims;
    9. No exclusion for punitive damages;
    10. Blanket Written Contractual Liability covering all Indemnity;
    11. CGL coverage written on an occurrence form;
    12. If the project encroaches within 50 feet of the centerline of a railroad, the policy shall include ISO Endorsement CG 24 17 or its equivalent.

- b. Automobile Liability: Coverage for third party legal liability claims arising from bodily injury and/or damage to the property of others from the ownership, maintenance or use of any motor vehicle, both on-site and off-site. Coverage shall include all owned, hired and non-owned vehicles for claims arising out of their use or operation. The minimum limits of such coverage shall be:

1. \$1,000,000 Combined Single Limit;
2. Coverage shall provide a Waiver of Subrogation in favor of the University of Maryland, College Park;
3. Coverage shall name the University of Maryland, College Park as Additional Insured;
4. If the project encroaches with 50-feet of the centerline of a railroad, Coverage shall include endorsement ISO CA 20 70 or its equivalent.

- c. Excess Liability / Umbrella Liability: Coverage for third party legal liability claims against the Contractor that exceed the per occurrence or general aggregate of these underlying policies: General Liability, Employers Liability and Automobile Liability. The minimum limits for such coverage are assigned below, based on the value of the specific agreement under which the Contractor is employed by the University:

<u>Contract Value</u>	<u>Excess / Umbrella Limit</u>
Less than \$10,000,000	\$ 5,000,000 per Occurrence
\$10,000,001 to \$25,000,000	\$10,000,000 per Occurrence
\$25,000,001 to \$50,000,000	\$25,000,000 per Occurrence
Over \$50,000,000	\$50,000,000 per Occurrence
	or as specified by the Procurement Officer.

1. The University of Maryland, College Park shall be named an Additional Insured;
2. Waiver of Subrogation in favor of the University of Maryland, College Park;
3. Policy to be primary and noncontributory as respects the coverage afforded the University of Maryland, College Park.

- d. Workers' Compensation: Coverage for claims arising from Workers' Compensation statutes or other Employers Liability or third party legal liability claims arising from bodily injury, disease, or death of Contractor's employees. Contractor shall provide Workers' Compensation coverage for all employees and require their subcontractors to provide Workers' Compensation in accordance with statutory requirements of the jurisdiction in which the work is being performed. Waiver of Subrogation in favor of the University of Maryland, College Park is required for Part B: Employers Liability. The minimum limits of such coverage shall be:

- a) Part A: Statutory

- b) Part B: Employers Liability
  - \$1,000,000 Each Accident
  - \$1,000,000 Disease, Each Employee
  - \$1,000,000 Disease, Policy Limit

3. Parking

If at any time Contractor shall be on the premises of the University of Maryland, then Contractor is responsible for acquiring a valid University of Maryland parking permit, obeying all parking regulations, and paying all fines assessed for violations of parking regulations. Contractor is responsible for ensuring this clause is included in Contractor's agreements with subcontractors.

4. Minority and Disadvantaged Business Enterprise (MBE) Notice

MBE firms are encouraged to respond to this solicitation.

5. Order of Precedence (within this contract)

In the event of a discrepancy within Sections A through L of this contract, such discrepancy shall be resolved by giving precedence in the following order:

- a) Section H – Special Contract Requirements
- b) Section C – Description/Specifications/Statement of Work
- c) Remaining Sections of Part I (Sections A, B, D, E, F and G)
- d) Part II – Contract Clauses (Section I)
- e) Part III – List of Documents, Exhibits and Other Attachments (Section J)
- f) Part IV – Representations and Instructions (Section K and Section L)

6. Proposal Security – N/A

## **PART II - CONTRACT CLAUSES**

### **Section I - Contract Clauses**

#### **1. Scope of Work**

The Scope of Work is defined in Section C of this document.

#### **2. Compensation and Method of Payment**

Total compensation is shown in Section A, Item 19 of this document. Method of payment is defined in Section G, Subsections 2 and 3 of this document.

#### **3. Contract Term**

The contract term is defined in Section H, Subsection 1 of this document.

#### **4. University Work Rules**

Employees and agents of Contractor shall, while on the premises of the University, comply with all University rules and regulations. Contractor shall acquaint itself with conditions governing the delivery, receiving and storage of materials at the work site if applicable to this work, as not to interfere with University operations. Contractor shall not stop, delay, or interfere with University work schedule without the prior approval of the University's specified representative.

#### **5. Harmony**

Contractor shall be entirely responsible for working in harmony with all others on the work site when Contractor is working on University premises.

#### **6. Clean Up**

Contractor agrees to clean up on a daily basis and shall at all times keep the building and premises clean of dirt, trash and debris arising out of the operation of the contract. If Contractor fails to clean up and remove such dirt, trash and debris from the job site, the University may arrange for same at Contractor's expense. Upon the completion of the work, Contractor agrees to remove promptly all implements, surplus materials and debris if applicable when it is working on the University premises.

#### **7. Independent Contractor**

It is understood and agreed that the Contractor is an independent contractor of the University and not an employee. The University shall not withhold income taxes, social security, or any other sums from the payments made to the Contractor hereafter. If the Contractor employs additional persons in the performance of this contract, those persons shall in no way be considered employees of the University, but rather they shall be employees or contractors of the Contractor, and the Contractor bears full responsibility for compensating those persons.

#### **8. Truth-In-Negotiation Certification**

The Contractor by submitting cost or price information, including wage rates or other actual unit costs, certifies to the best of its knowledge, information and belief, that:

- a. The wage rates and other factual unit costs supporting the firm's compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;
- b. If any of the items of compensation were increased due to the furnishing of inaccurate, incomplete or non-current wage rates or other units of costs, the State is entitled to an adjustment in all appropriate items



of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The University's right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and

c. If additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or non-current wage rates and other factual costs.

#### **9. Multi-Year Contracts Contingent Upon Appropriations**

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the University's rights or the Contractor's rights under any termination section in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the University from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The University shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

#### **10. Variations in Estimated Quantities**

The pricing shall remain firm and fixed at the dollar amounts or discount levels indicated in Section B for the duration of the contract. Quantity estimates are provided for informational purposes only and the University shall not be held to them. Any variation between actual quantities purchased hereunder and estimated quantities provided shall not entitle the Contractor to any type of equitable adjustment.

#### **11. Liquidated Damages: N/A**

#### **12. Specifications**

All materials, equipment, supplies or services shall conform to Federal and State laws and regulations, and to the specifications contained herein.

#### **13. Cost and Price Certification**

By submitting cost or price information the Contractor certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

- a. A negotiated contract, if the total contract price is expected to exceed \$100,000 or a smaller amount set by the Procurement Officer; or
- b. A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the Procurement Officer.

The price under this contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

#### **14. Delays and Extensions of Time**

(1) The Contractor agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the work specified in this contract.

(2) Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

#### **15. Suspension of Work**

The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as he or she may determine to be appropriate for the convenience of the University.

#### **16. Payment of University Obligations**

Payments to the Contractor pursuant to this contract shall be made no later than thirty (30) days after the University's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, are prohibited. Electronic funds transfer (EFT) will be used by the State to pay Contractor(s) for Contracts with a value over \$200,000 and any other State payments due Contractor(s) unless the State Comptroller's Office grants Contractor(s) an exemption.

#### **17. Delivery and Acceptance**

Delivery shall be made in accordance with the solicitation specifications. The University, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The University unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The University reserves the right to test any materials, equipment, supplies or services delivered to determine if the specifications have been met. The materials listed in the bid or proposal shall be delivered FOB the point or points specified prior to, or on the date specified in the bid or proposal. Any material or service that is defective or fails to meet the terms of the solicitation specifications will be rejected. Rejected materials or services shall be promptly replaced or re-performed, at the direction of the University. The University reserves the right to purchase replacement materials or services in the open market. Contractors failing to promptly replace materials or re-perform services lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

#### **18. Non-Hiring of Officials and Employees**

No official or employee of the State of Maryland whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall, during the pendency and term of this contract and while serving as an official or employee of the State become or be an employee of the contractor or any entity that is a subcontractor on this contract.

#### **19. Nondiscrimination in Employment**

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation (added effective October 1, 2001) or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that

contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw material; and (c) to post in conspicuous places accessible to employees and applicants for employment, notices setting forth the substance of this section.

## **20. Financial Disclosure**

The Contractor shall comply with State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

*NOTE: The financial disclosure form is available under "Public Disclosures" on the following web site:*  
[www.sos.state.md.us](http://www.sos.state.md.us)

## **21. Political Contribution Disclosure**

The Contractor shall comply with the provisions of Article 33, Sections 14-101 through 14-104, Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State, a county, a municipal corporation or other political subdivision of the State, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws:

- (1) prior to purchase, completion or execution of any sale or any lease or contract by the University, and shall cover the preceding two calendar years; and
- (2) if the contribution is made after the completion of a sale or purchase, or execution of a lease or contract, then, twice a year, throughout the contract term, on (1) February 5, to cover the 6-month period ending January 31; and (2) August 5, to cover the 6 month period ending July 31.

*NOTE: The political contribution disclosure form is available as "Title 14" under "Campaign Finance and Campaign Fund Reporting" under the "Forms" heading of the following web site:*  
[www.elections.state.md.us](http://www.elections.state.md.us)

## **22. Disputes**

- (1) This contract is subject to the University System of Maryland (USM) Procurement Policies and Procedures, and the University of Maryland Procurement Policies and Procedures.
- (2) Except as otherwise provided by law, all disputes arising under or as a result of a breach of this contract that are not disposed of by mutual agreement shall be resolved in accordance with this section.
- (3) As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this section. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this section.
- (4) Within thirty days of when the basis of the claim is known or should have been known, whichever is earlier, the claim shall be made in writing and submitted to the Procurement Officer for decision in consultation with the Office of the Attorney General, as appropriate.
- (5) When a claim cannot be resolved by mutual agreement, the Contractor shall submit a written request for final decision to the Procurement Officer. The written request shall set forth all the facts surrounding the controversy.

- (6) The Contractor, at the discretion of the Procurement Officer, may be afforded an opportunity to be heard and to offer evidence in support of his claim.
- (7) The Procurement Officer shall render a written decision on all claims within 180 days of receipt of the Contractor's written claim, unless the Procurement Officer determines that a longer period is necessary to resolve the claim. If a decision is not issued within 180 days, the Procurement Officer shall notify the Contractor of the time within which a decision shall be rendered and the reasons for such time extension. The decision shall be furnished to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. The Procurement Officer's decision shall be deemed the final action of the University.
- (8) The Procurement Officer's decision shall be final and conclusive unless the Contractor mails or otherwise files a written appeal with the Maryland State Board of Contract Appeals within 30 days of receipt of the decision.
- (9) Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the Procurement Officer's decision.

### **23. Termination for Convenience**

- (1) The performance of work under this contract may be terminated by the University in whole or in part, in accordance with this section, whenever the University shall determine that such termination is in the best interest of the University or the State. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work is terminated and the time when such termination becomes effective.
- (2) After receipt of a Notice of Termination, and except as otherwise directed by the Procurement Officer, the Contractor shall:
- (a) stop work as specified in the Notice of Termination;
  - (b) place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of the portion of the work under the contract as is not terminated;
  - (c) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
  - (d) assign to the University, in the manner, at times, and to the extent directed by the Procurement Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the University shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
  - (e) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Procurement Officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this section;
  - (f) transfer title and deliver to the University, in the manner, at the times, and to the extent, if any, directed by the Procurement Officer,
    - (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and
    - (ii) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the University;
  - (g) use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Procurement Officer, any property of the types referred to in (f) above; provided, however, that the Contractor
    - (i) may not be required to extend credit to any purchaser, and
    - (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Procurement Officer; and provided further that the proceeds of any such transfer or

disposition shall be applied in reduction of any payments to be made by the University to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Procurement Officer may direct;

(h) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and

(i) take any action that may be necessary, or as the Procurement Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the University has or may acquire an interest. The Contractor shall submit to the Procurement Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Procurement Officer, and may request the University to remove them or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the University shall accept title to these items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the Procurement Officer upon removal of the items, or if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made before final settlement.

(3) After receipt of a Notice of Termination, the Contractor shall submit to the Procurement Officer his termination claim, in the form and with certification prescribed by the Procurement Officer. This claim shall be submitted promptly but in no event later than one (1) year from the effective date of termination, unless one or more extensions in writing are granted by the Procurement Officer, upon request of the Contractor made in writing within the one-year period or authorized extension thereof. However, if the Procurement Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after the one-year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Procurement Officer may determine the claim at any time after the one-year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Procurement Officer may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

(4) Subject to the provisions of paragraph (3), the Contractor and the Procurement Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this section, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (5) of this section, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Procurement Officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this section, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts that may be agreed upon to be paid to the Contractor pursuant to this paragraph.

(5) In the event of the failure of the Contractor and the Procurement Officer to agree as provided in paragraph (4) upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this section, the Procurement Officer shall pay to the Contractor the amounts determined by the Procurement Officer as follows, but without duplication of any amounts agreed upon in accordance with paragraph (4):

(a) for completed supplies or services accepted by the University (or sold or acquired as provided in paragraph (2) (g) above) and for which payment has not theretofore been made, a sum equivalent to the

aggregate price for the supplies or services computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving of freight or other charges;

(b) the total of-

(i) the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under paragraph (5)(a) hereof;

(ii) the cost of settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (2) (e) above, which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or Contractors before the effective date of the Notice of Termination, which amounts shall be included in the costs payable under (g) above); and

(iii) a sum, as profit on (i) above, determined by the Procurement Officer to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (iii) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

(c) the reasonable cost of settlement accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this contract.

The total sum to be paid to the Contractor under (a) and (b) of this paragraph shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the University shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor as provided in (5) (a) and (b) (i) above, the fair value, as determined by the Procurement Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the University or to a buyer pursuant to paragraph (2) (g).

(6) Costs claimed, agreed to, or determined pursuant to (3), (4), (5) and (11) hereof shall be in accordance with USM Procurement Policies and Procedures in effect on the date of this contract.

(7) The Contractor shall have the right of appeal, under the section of this contract entitled "Disputes," from any determination made by the Procurement Officer under paragraph (3), (5), or (9) hereof, except that if the Contractor has failed to submit his claim within the time provided in paragraph (3) or (9) hereof, and has failed to request extension of the time, he shall have no right of appeal. In any case where the Procurement Officer has made a determination of the amount due under paragraph (3), (5), or (9) hereof, the University shall pay to the Contractor the following: (a) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Procurement Officer, or (b) if an appeal has been taken, the amount finally determined on such appeal.

(8) In arriving at the amount due the Contractor under this section there shall be deducted (a) all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this contract, (b) any claim which the University may have against the Contractor in connection with this contract, and (c) the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this section, and not otherwise recovered by or credited to the University.

(9) If the termination hereunder be partial, the Contractor may file with the Procurement Officer a claim for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the Contractor for an equitable

adjustment under this section shall be asserted within ninety (90) days from the effective date of the termination notice, unless an extension is granted in writing by the Procurement Officer.

(10) The University may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this contract whenever in the opinion of the Procurement Officer the aggregate of such payments shall be within the amount to which the Contractor shall be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this section, such excess shall be payable by the Contractor to the University upon demand, together with interest computed at the prime rate established by the State Treasurer for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the State; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition, or a later date as determined by the Procurement Officer by reason of the circumstances.

(11) Unless otherwise provided for in this contract, or by applicable statute, the Contractor shall, from the effective date of termination until the expiration of three years after final settlement under this contract, preserve and make available to the University at all reasonable times at the office of the Contractor but without direct charge to the University, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under this contract and relating to the work terminated hereunder, or, to the extent approved by the Procurement Officer, reproductions thereof.

#### **24. Termination for Default**

(1) The University may, subject to the provisions of paragraph (3) below, by written notice of default to the Contractor, terminate the contract in whole or in part in any one of the following circumstances: (a) If the Contractor fails to perform within the time specified herein or any extension thereof, or (b) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Procurement Officer may authorize in writing) after receipt of notice from the Procurement Officer specifying such failure.

(2) In the event the University terminates this contract in whole or in part as provided in paragraph (1) of this section, the University may procure substitute performance upon terms and in whatever manner the Procurement Officer may deem appropriate, and the Contractor shall be liable to the University for any excess costs for substitute performance; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this section.

(3) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the University in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform shall be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if the default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless substitute performance for the subcontractor was obtainable from another source in sufficient time to permit the Contractor to meet the performance schedule.

(4) If, after notice of termination of this contract under the provisions of this section, it is determined for any reason that the Contractor was not in default under the provisions of this section, or that the default

was excusable under the provisions of this section, the rights and obligations of the parties shall, if the contract contains a section providing for termination for convenience of the University, be the same as if the notice of termination had been issued pursuant to such section. If, after notice of termination of this contract under the provisions of this section, it is determined for any reason that the Contractor was not in default under the provisions of this section, and if this contract does not contain a section providing for termination for convenience of the University, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a claim as defined in the section of this contract entitled "Disputes".

(5) If this contract is terminated as provided in paragraph (1) of this section, the University, in addition to any other rights provided in this section, may require the Contractor to transfer title and deliver to the University, in the manner, at the times, and to the extent, if any, directed by the Procurement Officer, (a) the fabricated or unfabricated parts, work in progress, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (b) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the University; and the Contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the Contractor in which the University has an interest. Payment for completed supplies delivered to and accepted by the University shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the University and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Procurement Officer; failure to agree to such amount shall be a claim as defined in the section of this contract entitled "Disputes". The University may withhold from amounts otherwise due the Contractor hereunder such sum as the Procurement Officer determines to be necessary to protect the University against loss because of outstanding liens or claims of former lien holders.

(6) The rights and remedies of the University provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(7) As used in paragraph (3) of this section, the terms, "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

## **25. Arrearages**

By submitting a response to this solicitation, the proposer represents 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.

The proposer is also informed that the Comptroller (per State Finance and Procurement Article §7-222) may not, except under the conditions specified therein, issue a warrant for payment to a person if the person owes \$50 or more to the State, a unit of the State government, or any governmental entity under the control of the State. Therefore, applications for payment submitted by a contractor and approved by the University for payment may not be processed by the Comptroller for payment to the contractor if an arrearage in excess of \$50 exists.

## **26. Compliance with Laws**

The Contractor hereby represents and warrants that: **A.** It is qualified to do business in the state of Maryland and that it will take such actions as, from time to time hereafter, may be necessary to remain so qualified; **B.** It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this contract: and **C.** it shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this contract.



## **27. Retention of Records**

The Contractor shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by the University hereunder or any applicable statute of limitation, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the Procurement Officer or designee at all reasonable times

## **28. Tax Exemption**

The State is generally exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, District of Columbia Sales Taxes and Transportation Taxes. Exemption certificates shall be completed upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

## **29. Registration.**

Pursuant to §7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston St., Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.

*NOTE: The registration form is available as "Combined Registration Application" under the "Businesses" heading of the following web site: <http://www.dat.state.md.us/sdatweb/sdatforms.html>*

**Questions about this requirement may be sent to the Department of Assessment and Taxation at [Charterhelp@dat.state.md.us](mailto:Charterhelp@dat.state.md.us) and a response should be forthcoming within 24 hours.**

## **30. EPA Compliance**

Materials, supplies, equipment or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

## **31. Occupational Safety and Health Act**

All materials, supplies, equipment, or services supplied as a result of this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

## **32. Maryland Law Prevails**

The provisions of this contract shall be governed by the laws of Maryland without reference to its Conflicts of Laws rules.

## **33. Software Licensing**

Licensor represents and warrants that the software, as delivered to the University, does not contain any program code, virus, worm, trap door, back door, timer, or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of Licensor-selected conditions, or manually on the command of Licensor.

## **34. MUCITA**

The Maryland Uniform Computer Information Transactions Act (MUCITA), Maryland Code Annotated [Commercial Law] 22-101 through 22-816, does not govern this Agreement, except to the extent that section 22-104(2) of the Act applies. The parties further agree that this Agreement shall be governed by the common law of Maryland relating to written agreements and Maryland statutes other than MUCITA which may apply.

**35. Applicability of Federal Laws: N/A**

**36. Protests and Claims**

Any protest regarding the award of this contract or claim arising out of this contract shall be administered in accordance with the University System of Maryland Procurement Policies and Procedures, Section X - Protests and Claims. Detail is available by accessing the following web site: [www.purchase.umd.edu](http://www.purchase.umd.edu) Click on this web site, then select the category "Policies and Procedures", followed by "USM Procurement Policies and Procedures".

**37. Intellectual Property: N/A**

**38. E-Maryland Marketplace**

All vendors interested in conducting business with the University of Maryland must register at: <https://emaryland.buyspeed.com/bs/>. Registration is free. eMarylandMarketplace™ is the State of Maryland's Internet-based procurement system. Registered vendors can access bid solicitations and receive email notification when new solicitations are posted.

**39. Eligibility to Purchase: N/A**

**40. Use of Agreement by Third Parties**

It is the intent of this Agreement to allow for cooperative procurement. Accordingly, any public body/Agency, public or private health or educational institution, or any University related foundation may access the Agreement if authorized by the Selected Firm.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm, the Agreement will be extended to the entities above to purchase at fees in accordance with the terms of the Agreement. The Selected Firm will notify the University in writing of any such entities accessing the Agreement. No modification of the Agreement or execution of a separate agreement is required to participate. The Selected Firm will provide semi-annual usage reports for all entities accessing the Agreement. Participating entities will place their own orders directly with the Selected Firm and will fully and independently administer use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the University. The University will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Selected Firm to extend the Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any entity accessing the Agreement under this section, and will not be considered in default of the Agreement no matter the circumstances.

Use of this Agreement does not preclude any participating entity from using other agreements or competitive procurement processes as the need may be.

**41. Proposal Affidavit**

The enclosed Proposal Affidavit shall be completed and submitted to the Procurement Officer as part of Contractor's proposal.

#### **42. Changes**

The Procurement Officer may at any time, by written order, make unilateral changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when any supplies to be furnished are to be specially manufactured for the University in accordance with the drawings, designs, or specifications.
- (5) Method of shipment or packing of supplies.
- (6) Place of delivery.

The section entitled "Delays and Extensions of Time" prohibits the Contractor from making charges or claims for damages for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. If a change, as allowed above, causes an increase or decrease in the cost of the work which is not time-related, the University shall make an equitable adjustment in the contract price and shall modify the contract.

The Contractor must assert its right to an adjustment under this section within 30 days from the date of receipt of the written order. Any request for an adjustment must be submitted in writing to the Procurement Officer.

Failure to agree to any adjustment shall be a dispute under the Disputes section. However, nothing in this section shall excuse the Contractor from proceeding with the contract as changed.

#### **43. Pre-Existing Regulations**

The regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.

#### **44. Indemnification**

The Contractor shall defend, indemnify and save harmless the University System of Maryland, its officers, employees and agents, from any and all claims, liability, losses and causes of actions which may arise out of the errors, omissions and performance or non-performance by the Contractor, employees or agents, of the work covered by this contract. The University shall not assume any obligation to indemnify, hold harmless or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this agreement.

#### **45. Living Wage Requirements for Service Contracts N/A**

#### **46. FERPA (Family Education Rights and Privacy Act): N/A**

**47. Federal Grant/Cooperative Contract Flowdown Clauses: Not applicable.**

### **PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

#### **Section J - List of Attachments**

Attachment A: Contractor Experience Form, 1 page

Attachment B: Key Personnel Form, 4 pages

**CONTRACTOR EXPERIENCE FORM**  
**Proposal No. 84947-R**

PROPOSER: _____  PROJECT NAME: _____  START DATE: _____  ORIGINAL COMPLETION DATE: _____  ACTUAL COMPLETION DATE: _____  AWARD PRICE: \$_____, FINAL PRICE \$_____  TIME EXTENSION DAYS: _____  MODIFICATIONS: \$_____, PERCENT (%) INCREASE _____  CONTRACT METHOD:   ___ GC,   ___ CM,   ___ D/B  CONTRACTOR'S CONSTRUCTION CONTRACT AMOUNT: \$ _____ <div align="right" style="font-size: small;">Minimum of \$200,000</div>	PROJECT OWNER'S NAME: _____  ADDRESS: _____  CONTACT PERSON: _____  TELEPHONE NUMBER: _____  CONTRACTOR'S REPRESENTATIVE: _____  GENERAL CONTRACTOR'S PROJECT MANAGER: _____  TOTAL GROSS SQUARE FOOTAGE: _____
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TRADES INCLUDED: (check all that apply)

\_\_\_ Mechanical (HVAC) and name system type: \_\_\_\_\_,   \_\_\_ Electrical,   \_\_\_ Carpentry,   \_\_\_ Plumbing,  
 \_\_\_ Drywall,   \_\_\_ Acoustical,   \_\_\_ Flooring,   \_\_\_ Painting,   \_\_\_ Telecommunications,   \_\_\_ Casework,   \_\_\_ Fire Protection,  
 \_\_\_ Masonry,   \_\_\_ Concrete,   \_\_\_ ATC,   \_\_\_ Carpeting,   \_\_\_ Window,  
 \_\_\_ Structural (Name type of structural system): \_\_\_\_\_,   Other: \_\_\_\_\_

BRIEF, BUT DETAILED, DESCRIPTION OF THE PROJECT INCLUSIVE OF (1) TYPE OF PROJECT (NEW, ADDITION, RENOVATION, OFFICE, CLASSROOM ETC.), (2) SETTING AND (3) PROJECT SCHEDULE.	SIMILARITIES OF YOUR PROJECT TO THE SPECIFIED PROJECT:

**NOTE: A TOTAL OF TWO (2) PROJECTS MUST BE SUBMITTED. COMPLETE A SEPARATE FORM FOR EACH PROJECT.**

**KEYPERSONNEL FORM**  
**Proposal No. 84947-R**

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

1. **PERSON'S NAME:** \_\_\_\_\_
2. **POSITION TO BE ASSIGNED:** \_\_\_\_\_
3. **EDUCATIONAL BACKGROUND:** \_\_\_\_\_

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

**4. EMPLOYMENT HISTORY:**

4.1 **CURRENT EMPLOYER'S NAME:** \_\_\_\_\_

**DATES OF EMPLOYMENT:** \_\_\_\_\_

Position Held	Duration by Date

4.2 **PRIOR EMPLOYER=S NAME:** \_\_\_\_\_

**DATES OF EMPLOYMENT:** \_\_\_\_\_

Position Held	Duration by Date

4.3 PRIOR EMPLOYER'S NAME: \_\_\_\_\_

DATES OF EMPLOYMENT: \_\_\_\_\_

Position Held	Duration by Date

**5. SIMILAR PROJECT/CONTRACT EXPERIENCE:**

5.1 PROJECT TITLE: \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

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

\$ VALUE OF PROJECT: \_\_\_\_\_

START AND COMPLETE DATES: \_\_\_\_\_

KEY PERSON'S ROLE ON THE PROJECT: \_\_\_\_\_

OWNER CONTACT PERSON: \_\_\_\_\_

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

OWNER (ORGANIZATION/COMPANY NAME): \_\_\_\_\_

5.2 PROJECT TITLE: \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

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

\$ VALUE OF PROJECT: \_\_\_\_\_

START AND COMPLETE DATES: \_\_\_\_\_



KEY PERSON'S ROLE ON THE PROJECT: \_\_\_\_\_

OWNER CONTACT PERSON: \_\_\_\_\_

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

OWNER (ORGANIZATION/COMPANY NAME): \_\_\_\_\_

**6. ACHIEVEMENTS/OTHER NOTATIONS/REMARKS (NOT REQUIRED):**

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NOTE: ATTACH ADDITIONAL SHEETS AS NECESSARY. NOTE ANY ATTACHED SHEETS IN REMARKS ABOVE.

## **PART IV REPRESENTATIONS AND INSTRUCTIONS**

### **Section K – Representations, Certifications and other Statements**

#### **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, or on the basis of 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.

#### C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

##### I FURTHER AFFIRM THAT:

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

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#### 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; or
- (9) 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)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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#### E. AFFIRMATION REGARDING DEBARMENT

##### I FURTHER AFFIRM THAT:

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

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

##### I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

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#### G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

#### H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

#### I. 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. 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)

## CONTRACT AFFIDAVIT

### A. AUTHORITY

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

***Note: For the purposes of this Certification, Domestic means incorporated or with a strong legal presence within the State of Maryland, Foreign means incorporated outside of or without a strong legal presence in Maryland***

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

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

Name and Department ID

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

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

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

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

Pursuant to §7-201 et seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. ***NOTE: "Foreign" contractors are required to register with the Maryland Department of Assessments & Taxation at the time of proposal submission. The forms for registration are available from the website <http://www.dat.state.md.us/sdatweb/sdatforms.html> For further help call (410) 767-1340 or email: [charterhelp@dat.state.md.us](mailto:charterhelp@dat.state.md.us).***

### C. FINANCIAL DISCLOSURE AFFIRMATION

#### I FURTHER AFFIRM THAT:

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

NOTE: The financial disclosure form is available under on the following web site:

<http://www.sos.state.md.us/PublicDisclosure.aspx>. For further information, go to [www.sos.state.md.us](http://www.sos.state.md.us)

### D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

#### I FURTHER AFFIRM THAT:

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

NOTE: The political contribution disclosure form is available at

[http://www.elections.state.md.us/campaign\\_finance/disclosure\\_of\\_contributions.html](http://www.elections.state.md.us/campaign_finance/disclosure_of_contributions.html). Frequently asked questions and answers are available from this website.

### E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

#### I CERTIFY THAT:

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

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

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

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

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



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

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

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

- (i) The dangers of drug and alcohol abuse in the workplace;
- (ii) The business's policy of maintaining a drug and alcohol free workplace;
- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

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

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

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

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

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

- (i) Take appropriate personnel action against an employee, up to and including termination; or
- (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

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

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

(4) I acknowledge and agree that:

- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
- (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

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

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

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

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

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

## **CONFLICT OF INTEREST INFORMATION**

A. Each solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of a State contract shall provide notice of the requirement of this regulation.

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

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

D. If the Procurement Officer makes a determination prior to award that facts or circumstances exist giving rise or which could in the future give rise to a conflict in interest, the procurement officer may reject a bid or offer under COMAR 21.06.02.03B.

E. After award the State may terminate the contract, in whole or in part, if it deems such termination necessary to avoid an actual or potential conflict of interest. If the Contractor knew or reasonably could have been expected to know of an actual or potential conflict of interest prior to or after award and did not disclose it or misrepresented relevant information to the Procurement Officer, the State may terminate the contract for default, institute proceedings to debar the Contractor from further State contracts, or pursue such other remedies as may be permitted by law or the contract.

F. A conflict of interest may be waived if the Procurement Officer, with approval of the agency head or designee, determines that waiver is in the best interest of the State. The determination shall state the reasons for the waiver and any controls that avoid, mitigate, or neutralize the conflict of interest.

G. Each bidder or offeror responding to a solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of another State contract shall provide the affidavit and disclosures set forth in Subsection H of this regulation to the Procurement Officer with the bid or offer and such other times as may be required by the Procurement Officer.

H. The affidavits and disclosures required by Subsection G of this regulation shall be in substantially the same form as follows:

## CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

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

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explains in detail--attach sheets if necessary):

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

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:** \_\_\_\_\_  
(Signature of Authorized Representative and Affiant)

**Printed Name:** \_\_\_\_\_

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

**Federal Employer Identification Number (FEIN):** \_\_\_\_\_

**PRINCIPLES OF SOCIAL RESPONSIBILITY  
and  
SOCIAL RESPONSIBILITY AFFIDAVIT INFORMATION**

**I. Principles of Social Responsibility**

A. As provided for in Section VIII. C. of the University System of Maryland Procurement Policies and Procedures, the University is required to make purchases from and award contracts to “responsible” contractors. The Procurement Officer may use certain factors, including but not limited to a satisfactory record of integrity and business ethics to determine if a bidder or offeror is responsible. The University has determined that a bidder or offeror’s record of integrity and business ethics includes a demonstrated commitment to providing goods and services in an ethical, and socially and environmentally responsible manner by compliance with all applicable:

- (1) Federal and state labor relations and employment laws;
- (2) Federal and state non-discrimination in employment laws;
- (3) State of Maryland Commercial Nondiscrimination laws;
- (4) State of Maryland, Minority Business Enterprise (“MBE”) laws; and,
- (5) Federal and state health, safety and environmental laws.

The above laws are referred to as “Social Responsibility Laws.” The bidder or offeror’s compliance with the above laws is referred to as “Social Responsibility.”

B. Each bidder or offeror shall complete a Social Responsibility Affidavit, in the form that follows, as part of a bid or proposal submitted to the Procurement Officer in response to any solicitation to furnish goods or services of any kind including, but not limited to architectural or engineering services; construction; construction related services; maintenance; consulting; information technology (hardware, software and services); equipment or other commodities.

C. The Procurement Officer shall consider information provided in the Social Responsibility Affidavit to determine if a bidder or offeror is responsible. A determination that a bidder or offeror is not responsible may be considered as the basis for eliminating that bidder or offeror from further consideration for a contract award.

D. After award, the University may terminate a contract for default if the bidder or offeror did not disclose the requested information; misrepresented relevant information to the Procurement Officer; or was subject to a final judgment of non-compliance with applicable Social Responsibility Laws post-award. In such cases, the University may also institute proceedings to debar the vendor from further State contracts, or pursue such other remedies as may be permitted by law or the contract.

## **SOCIAL RESPONSIBILITY AFFIDAVIT AND DISCLOSURE**

A. The bidder or offeror agrees that if it is the subject of a final, non-appealable judgment with respect to compliance with applicable Social Responsibility Laws after the date of this affidavit, the bidder or offeror will immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken or proposes to take to correct the violation. If the contract has been awarded and performance has begun, the vendor shall continue performance until notified by the Procurement Officer of any contrary action to be taken.

### **B. CERTIFICATION OF COMPLIANCE WITH SOCIAL RESPONSIBILITY LAWS**

#### **I HEREBY AFFIRM THAT:**

(1) There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for noncompliance with federal or state labor relations and other employment laws or regulations, including but not limited to the National Labor Relations Act, as amended; the Davis-Bacon Act, as amended; the Fair Labor Standards Act, as amended; the Maryland Living Wage law, State Finance and Procurement Article, §18-101 et seq., Annotated Code of Maryland; the Maryland Prevailing Wage law, State Finance and Procurement Article, §17-201 et seq., Annotated Code of Maryland; federal and state child labor laws; federal minimum wage laws and; the Family Medical Leave Act, except as follows (explain below or add additional sheets):

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(2) There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for violation of federal or state non-discrimination in employment laws or regulations, including but not limited to laws prohibiting discrimination on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or disability unrelated in nature and except so as to reasonably preclude the performance of the employment, except as follows (explain below or add additional sheets):

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(3) There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for violation of the State of Maryland Commercial Non-Discrimination Policy, State Finance and Procurement Article, §19-101 et seq., Annotated Code of Maryland, except as follows (explain below or add additional sheets):

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(4) There have been no instances during the last five years of failure by the bidder or offeror to meet mutually agreed upon goals for minority business participation (MBE) on projects performed for the University or any other State of Maryland agency, or any other sanctions for MBE program non-compliance; or any final, non-appealable judgment of noncompliance with the State of Maryland Minority Business Participation law, State Finance and Procurement Article, § 14-308 et seq., Annotated Code of Maryland, except as follows (explain below or add additional sheets):

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(5) There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for violation of federal or state health, safety or environmental laws or regulations , including but not limited to the U.S. Occupational Safety and Health Act standards; Maryland Occupational Health and Safety laws, State Labor and Employment Article, § 5-101 et seq., Annotated Code of Maryland, or the Federal Noise Control Act of 1972, except as follows (explain below or add additional sheets):

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

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

## CERTIFICATION REGARDING INVESTMENT ACTIVITIES IN IRAN

**Ref: Maryland Board of Public Works Advisory Number 2013-1**

1. The undersigned of \_\_\_\_\_ (Contractor) certifies that, in accordance with State Finance & Procurement Article, §17-705:

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

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

Or;

2. The undersigned is unable make the above certification regarding its investment activities in Iran due to the following activities:

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

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

\_\_\_\_\_  
Name of Authorized Representative:

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

NOTE: Information and List is available at:

[www.bpw.state.md.us](http://www.bpw.state.md.us)

Click On “Advisories”

Scroll Down to “2013-1”

Click On “IAI LIST”



## **Section L - Evaluation Factors for Award**

### **A. EVALUATION COMMITTEES**

The Procurement Officer shall establish separate technical and financial evaluation committees to review and rate the proposals. The financial evaluation committee may be composed of the Procurement Officer and any other individuals appointed by the Procurement Officer. The technical evaluation committee shall be composed of other individuals appointed by the Procurement Officer.

### **B. ACCEPTABILITY OF PROPOSALS:**

The Procurement Officer shall determine which contractors have met the basic requirements of the RFP. Failure to comply with any mandatory requirement will normally disqualify a contractor's proposal. The Procurement Officer shall have the sole authority to determine whether any deviation from the requirements of this RFP is substantial in nature. The Procurement Officer may waive or permit to be cured minor irregularities or minor informalities in proposals that are immaterial or inconsequential in nature, whenever it is determined to be in the University's best interest. In addition, the Procurement Officer may reject in whole or in part any and all proposals if such is in the University's interest, and may conduct discussions with contractors in any manner deemed necessary to best serve the interests of the University. The University reserves the right to make an award to more than one contractor or to split an award among contractors.

### **C. TECHNICAL EVALUATION:**

Evaluation of technical proposals will be based on "go/no-go" or "pass/fail" decisional rule, applied to each technical specification and business requirement delineated below. A no-go or fail rating will eliminate a Contractor from further consideration. The Contractor either meets or does not meet each of the technical specifications and business requirements. There is no merit or extra credit awarded for exceeding the requirements. Only those Contractors meeting the technical specifications and business requirements will be considered in the financial evaluation.

The criteria that will be used by the committee for the technical evaluation of proposals for this procurement are listed below. (Ref. Section C 4.0 "Technical Evaluation Factors")

1. Proposers description of how the proposer will meeting the services stated herein.
2. Experiences on Similar or Relevant Projects in Door Installations
3. Proposer's Personnel
4. References
5. Economic Benefit to Maryland

The terms "must" or "shall" are used throughout this document to indicate mandatory requirements. Contractors must meet all the requirements and specifications; that is, that the Contractor is fully capable of delivering the items and providing the services as specified in this RFP.

Misinterpretation of requirements and specifications by the Contractor shall not relieve the Contractor of responsibility to accurately address the requirements of the RFP or to perform the contract, if awarded.

The Committee may request site visits for the purpose of evaluating proposals and/or Contractor's responsibility. The Committee may request additional technical assistance from any source. Industry standard references may be used during the evaluation process.

#### **D. FINANCIAL EVALUATION:**

Only those Contractors meeting the technical specifications and business requirements will be considered in the financial evaluation. The financial evaluation will consist of ranking on the basis of lowest price. Information from the pricing proposal sheet contained in Section B will be used to compute the total price.

#### **E. BASIS OF AWARD:**

The University will award a contract resulting from this solicitation to the responsible offeror whose offer conforms to the solicitation and is determined to be the lowest priced among those rated technically acceptable.

#### **F. NEGOTIATION:**

The University has the right to accept the best proposal as submitted, without discussion or negotiation. Contractors should therefore not rely on having a chance to discuss, negotiate and adjust their proposals.

Contractors who submit proposals initially judged by the Procurement Officer to be reasonably susceptible of being selected for award may be asked to discuss their proposals with the University to facilitate arrival at a contract most advantageous to the University. If the Procurement Officer determines that discussion is in the best interest of the University, the Procurement Officer will advise contractors to submit a best and final offer for consideration after discussions are held.

However, discussions may not be conducted if the Procurement Officer determines either that discussions are not in the best interests of the University or that discussions need not be conducted: (a) with respect to prices that are fixed by law or regulation, although consideration shall be given to competitive terms and conditions; (b) because the time of delivery or performance does not permit discussions; or (c) because it can be demonstrated clearly from the existence of adequate competition or accurate prior price experience with the particular item that acceptance of an initial offer without negotiation would result in a fair and reasonable price.