



UNIVERSITY OF BALTIMORE

Office of Procurement and Materials Management

Issued By: University of Baltimore Department of Procurement 1420 North Charles Street Baltimore, MD 21201	Simplified Procurement: UB-24-BB-10 Date Issued: June 25, 2024
Procurement Official Blair Blankinship, C.P.M., Contract Specialist	Deadline for Questions: Close of Business on July 16, 2024
e-mail: bblankinship@ubalt.edu	Quote Due Date and Time: July 23, 2024 at 3:00 PM
Use this link to submit questions: RFQ Questions	Period of Performance: 12 month contract with Four optional 12 month renewal periods
Use this link to submit your quote: Price Quote Submission .	F.O.B. DESTINATION
	Payment Terms: Net 30 days
	Deliver To: SEE BELOW

Maintenance of Building Automation Systems

The University of Baltimore (the “University” or “UBalt”) is seeking the service of a qualified contractor to maintain, repair and perform upgrades for the campus Building Automation System (BAS) and campus building HVAC operating systems controls – excluding Angelos Law Center.

1. QUESTIONS ABOUT THIS PROCUREMENT

Any and all questions regarding this solicitation must be addressed to the Procurement Official identified on page one, or another designated Procurement Official. All questions are to be provided in writing via email. To maintain the integrity of the procurement, the person named above is to be the sole point of contact for this solicitation.

2. BACKGROUND

The University of Baltimore provides innovative education in law, business, public affairs and the applied arts and sciences to serve the needs of a diverse population. A public university, the University of Baltimore (UB) offers excellent teaching and a supportive community for undergraduate, graduate

and professional students in an environment distinguished by academic research and public service. The University:

- makes excellence accessible to traditional and nontraditional students motivated by professional advancement and civic awareness
- establishes a foundation for lifelong learning, personal development and social responsibility
- combines theory and practice to create meaningful, real-world solutions to 21st-century urban challenges
- is an integral partner in the culture, commerce and future of Baltimore and the region.

The University of Baltimore is one of 12 institutions that encompass the University System of Maryland, the nation's 12th largest university system. The University of Baltimore’s mission centers on providing innovative education in law, business and the applied liberal arts to serve the needs of a diverse population. UB’s institutional vision is to become a living-learning laboratory at the center of the Baltimore renaissance.

The University is located in Baltimore’s cultural district, centered on Mt. Royal Avenue and Maryland Avenue, just two miles north of Baltimore’s Inner Harbor. The University has approximately 5,336 commuter students. UB has approximately 689 employees of which 179 are faculty. UB is located at the center of the city’s transportation hub, with easy access to the Light Rail, train station and bus routes. For more information about UB, visit

https://www.ubalt.edu/institutional_effectiveness/institutional_research/

3. BACKGROUND REGARDING BUILDINGS

There are a total of seven (7) campus buildings totaling 664,019 GSF that require active BAS management. The University has two (2) inactive buildings that are being monetized and require minimal BAS management. The two buildings are set seasonally for winter/summer space conditions.

See a map of the UBalt Campus at <http://www.ubalt.edu/uploads/pdfs/campusmap.pdf>

Building	Address	Gross Sq/ft.
Academic Center (AC)	1420 N Charles St	221,539
Bogomolny Library (RLB)	1420 Maryland Ave.	58,218
Business Center (BC)	11 W Mt. Royal Ave.	120,790
Charles Royal (CR)	1319 N Charles St.	17,503
Learning Commons (LC)	1415 Maryland Ave.	119,108
Liberal Arts &Policy Building (LAP)	10 W Preston St.	66,768
Student Center	21 W Mt. Royal Ave.	60,123
Total Active Buildings		664,049
5 W Chase St.		4,911
40 W Chase St		14,180
Total Inactive Buildings		19,091

The University reserves the right to add or delete building, or change the status of buildings as needs dictate. Equitable adjustment for pricing will be made as necessary.

4. PRE-PROPOSAL CONFERENCE.

There will be a Pre-Proposal Conference and site walk-through held in conjunction with the RFP. Attendance at the Pre-Proposal Conference is not mandatory. The conference will begin at 10:00 AM on Wednesday, July 10, 2024 at H. Mebane Turner Learning Commons, Town Hall room 100 located at 1415 Maryland Avenue (use Gordon Plaza entrance) and will be followed by a tour of some of the campus building.

If your firm is interested in attending the Pre-Proposal and site visit please click on the link provided below to register.

[Pre-Proposal Conference Registration](#)

While attendance at the Pre-Proposal Conference and site visit is not mandatory, information presented may be highly informative; therefore, all interested proposers are encouraged to attend in order to be able to better prepare acceptable proposals. We ask that no more than (5) representatives from each company attend this meeting.

Copies of the RFP will not be shared. Attendees are advised to bring a copy. A list of the attendees will be shared via an Addendum.

Guests should park at the Fitzgerald Garage. GPS address is 80 W. Oliver St., Baltimore MD 21201. Handicapped parking is available in a concentrated area on the first floor and on each level near the elevators.

Note: The Pre-Proposal Conference location is subject to change. Proposers are advised to visit the University's Procurement website daily for the most updated information.

5. REVISIONS OR AMENDMENTS TO THIS RFP.

The University reserves the right to amend this solicitation at any time prior to the proposal due date. If it does become necessary to amend any part of this solicitation, the Procurement Officer will furnish an amendment or addendum to all prospective Proposers listed by the University as having received a copy of the RFP. All amendments /addenda will be identified as such. If necessary, the proposal due date may be extended. Proposers are required to acknowledge the receipt of all amendments, addenda, and clarifications issued. Offerors are strongly encouraged to check the list of documents on Current Solicitations page to be sure they have received all the information provided regarding this solicitation, including all addenda issued. See

<https://www.ubalt.edu/about-ub/offices-and-services/procurement/information-for-merchants/current-ub-solicitations.cfm>

6. CLOSING DATE – DUE DATE FOR PROPOSALS

Proposals must be submitted no later than July 23, 2024 at 3:00 PM. Proposals in electronic format, as well as transactions, and communication are permitted for this procurement. **Proposals (both Technical and Price) must be submitted in Adobe .PDF format via the Team Dynamix Link on page 1 of this RFP.** Attachments must not be zipped or compressed. Proposals, amendments to

proposals, or requests for withdrawal of proposals arriving after the closing time and date may not be considered. The names of contractors will not be released until after award. At the University's sole discretion, the Solicitation Schedule may be modified.

7. UNIVERSITY NETWORK SUPPORT

The University's wired data network services approximately 1200 data ports throughout the campus. Switched 100Mbs and 1000Mbs ethernet service is provided to all user data ports.

The University maintains an 802.11a/b/g/n wireless network, which provides WLAN services to 80% of occupied university spaces, including the outdoor plaza area.

95% of the buildings owned by the University are interconnected physically using University-owned, multi-strand, multi and single-mode, fiber optic cables. University buildings are provided with network services via one or more ethernet connections running over the fiber optic cabling infrastructure. Intra-building cabling infrastructures vary. All provide at least Cat-5+ copper horizontal runs, with various copper and fiber riser systems. Closet space is generally very tight and approval from both University Plant Operations and Office of Technology Services (OTS) is required before mounting equipment.

8. CONTRACT TERM

The initial Term of the Contract is anticipated to begin on the date the contract is signed by UBalt or a later date as directed by the University, and run for 12 months thereafter. The University reserves the unilateral right to renew the contract, at its sole discretion, for up to a maximum of four (4) additional 12-month periods. The Company is to quote the unit pricing for each year (initial plus optional renewals) on the Form for Price Proposals.

11. MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS:

If the Maryland 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 UBalt's rights or Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both Contractor and UBalt from future performance of the Contract, but not from their rights and obligations existing at the time of termination. Contractor shall be reimbursed for the reasonable value of any non recurring costs incurred but not amortized in the price of the Contract. UBalt shall notify 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.

12. Payments Under Any Resulting Contract

12.1. Payments will be made in accordance with the schedule developed by the University in consultation with the successful contractor. It is anticipated that the contractor will provide monthly invoices accompanied by detailed monthly progress reports.

12.2 Payment requests (invoices) shall be submitted electronically to the Accounts Payable Department, 1420 North Charles Street, Baltimore, MD 21201 or to UBAP@ubalt.edu and a copy to the Project Manager.

12.3 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, or by the Public Service Commission of Maryland with respect to regulated public utilities as applicable, are prohibited.

9. SCOPE OF WORK

1. The work to be performed under this contract is to furnish all supplies, materials, labor, supervision, tools, and equipment necessary to service and maintain the campus BAS system; including associated electric, electronic, pneumatic, and direct digital controllers (DDC) systems. The type of systems includes, but may not be limited to:

- Tridium Niagara front end graphics with web-based server
- All building system points reporting to the BAS front end
- Building field controllers, reporting devices, and associated parts and wiring, consisting of, but not limited to; Tridium JACE controllers, Johnson Controls, Honeywell, and EASI (Electrical Automation Systems Inc) field installed panel controllers.
- Diagnostic assessment of reporting points and sensor control signals
- All wiring reporting from field controllers to BAS
- Maintain, calibrate, and service field devices reporting to the BAS front end.
- Recommend system upgrades due to technology advances or system life-cycles.

II In addition to field work, the contractor must be able to perform the following:

- Back-up data with changes monthly on the universities USB drive
- Provide service reports & supporting documentation for site visits
- Develop, modify & upgrade graphics, provide front end system programming and maintenance
- Create historic trends & on-demand trends
- Maintain a log of all changes to system
- Create daily alarm log to include building, equipment, alarm type and space for corrective actions taken.
- Provide system security, system sign authorization & access.
- Provide off-hour operational, seasonal, and holiday set-backs for energy conservation.
- Provide diagnostic reports of system points and seasonal calibration of field device tolerance verification.
- Provide annual normal and emergency operation sequence testing to confirm that the functionality corresponds with the optimal sequences of operation
- Provide 24 hours of site-specific training for University employees. Training shall be a combination of field and classroom work. BAS Computer related training shall be performed on University owned devices

III Maintenance requirements of active vs non-active buildings.

- Active buildings: All scope of work requirements listed above are in effect.
- Non-active buildings: The two designated buildings require seasonal switch over – summer/winter to maintain normal temperatures to sustain seasonal protection of building systems.
 - 1) winter set point 55-62 F / summer set point 72-75 F
 - 2) bi-weekly scan checks (via BAS front end) to verify systems operational.
 - 3) Minimal system maintenance and no repairs without notice.

10. LABOR REQUIREMENTS & WORKING HOURS

- I) **Regular time** (Regular Hours also called Straight Time) will be defined as 7:00 AM – 5:00 PM Monday through Friday, excluding holidays. **Overtime** (also called off-hour) is defined as days and times other than Regular time (as specified above).
- II) University of Baltimore Facilities hours of operation are defined as follows:
 - 7:00 AM – 3:30 PM, M-F
 - On-Call staffing off-hours.
- III) UB will require contractor service as follows:
 - Planned diagnostic & PM/repairs – Provide a technician for an eight (8) hour on-site shift on an agreed designated day at one (1) day per week on Day Shift schedule (7:00AM – 3:30PM).
 - Emergency repairs - As necessary 24 hours a day, 365 days a year, to keep facilities functional. The contractor shall have resources to respond onsite within two (2) hours of notification during normal business hours (Day Shift) and within four (4) hours of notification for off-hours/holidays from time of notification.
 - Must have capacity to access the system remotely (UBalt Office of Technology Services to provide security access) and respond to requests.
- IV. Notwithstanding any review, approval, acceptance, or payment for the Services by UBalt, the Contractor shall be responsible for professional and technical accuracy of the Work furnished by the Contractor under this Contract.
 - The Contractor shall perform the Work as described in these Contract Documents. Work shall be performed in accordance with the schedule to be developed by the University in consultation with the successful contractor and adopted as an amendment to these Contract Documents. The Contractor shall perform the Work as expeditiously as is consistent with good professional skill and care and the orderly progress of the Work.

11. CONTRACTOR STAFFING

Provide a technician one (1) day per week on an eight (8) hour on-site shift (7:00 AM – 3:30 PM; ½ hr. lunch). One day per week to equate to 52 visits per contract year. Scheduled service visits that occur during holidays and University breaks shall be rescheduled with Facilities Management. Weekly shifts missed shall be rescheduled at a mutually agreed upon day within a 30-day period.

Provide hourly labor rates for **regular time (Regular Hours** considered 7:00 AM – 5:00 PM Monday through Friday, excluding holidays) and **off-hour** also called **Overtime** (overtime – other than “regular time” as specified above) coverage.

12. PARTS and MATERIAL COSTS:

Parts & material pricing shall be at fixed cost for duration of contract capped at acquisition cost plus 10% profit markup.

13. CONTRACTUAL SERVICES AND SUB-CONTRACTED WORK:

13.1. From time to time the university may request of the contractor, sub-contractor services or the contractor may require sub-contractual services for labor outside their expertise in providing a repair service. All subcontracted vendors shall be approved by UBalt prior to the start of work and shall provide their hourly rates for services. The contractor shall mark-up at a maximum, 10% (cap) for subcontractor labor and materials at invoiced cost to the contractor.

13.2. When a project arises for which these services might be required, the Director of Plant Operations, or his designee, will request a price quotation for a particular job. These quotations will be reviewed and may or may not be accepted. Submission of a price quote may not result in an award. If however, the price is judged appropriate and fair, an award may be made without further bidding. The university will determine prior to the beginning of the contract period what it will budget for these services during a contract year. The budgeted amount will not necessarily guarantee that the entire amount, or any, will be expended.

13.3. It is anticipated that the Contractor will perform the work under the contract that results from this solicitation. All subcontract work must be approved, in writing, in advance by the University.

13.4. Except as explicitly set forth in this Contract, Contractor may not subcontract any portion of the Services provided under this Contract without obtaining the prior written approval of UBalt, nor may Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of UBalt. Such written approval will be in the form of a modification to this Contract. UBalt shall not be responsible for the fulfillment of Contractor’s obligations to subcontractors. Any such subcontract shall be subject to any supplemental terms and conditions, in addition to the terms and condition herein, that UBalt deems necessary to protect its interests. Contractor shall remain responsible for performance of all Services under this Contract, and shall be subject to liability to UBalt for acts and omissions of subcontractors.

13.5. Neither party may assign this Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Contractor may assign this Contract to any parent, subsidiary, affiliate or purchaser of all or substantially all its assets, or via a merger, with notice to UBalt.

Contractor may designate a third party to receive payment without UBalt's prior written consent unless in conflict with Maryland or federal law, but shall provide UBalt with written notification thereof.

14. GENERAL REQUIREMENTS - VENDOR CAPABILITIES and DELIVERABLES

QUALIFICATIONS:

14.1 CONTRACTOR

The successful Contractor shall be regularly engaged in the installation of systems and equipment similar to those specified herein and have a minimum of five years successful experience in the performance of work substantially as described herein. Contractor shall have experience providing building automation maintenance services for institutions of higher education.

14.2. The contractor must possess all current licenses required to conduct this particular business trade and **furnish copies with their proposal**. Failure to provide this information will result in a non-responsive bid.

14.3. The Contractor shall be a manufacturer's authorized installer/representative for the brand of equipment offered. Written certification must be submitted with their proposal.

14.4. TECHNICIAN

14.4.1 The Contractor shall have a minimum of five (5) qualified OEM trained full time personnel, who can communicate with University personnel in English, available to service this contract. For each individual listed, provide resume to include level of experience, i.e., technicians and helpers; certification and/or license. The Contractor will be required to maintain the list current throughout the life of the contract, and to supply a copy of the list to the University annually and upon request.

14.4.2. Technician shall have minimum 5 years' experience working with building automation systems.

14.4.3. Shall have direct experience with Tridium, Johnson Controls, Honeywell, and other major vendor systems.

14.4.4. Must have experience with Pneumatic and direct digital controllers (DDC)

14.4.5. Must know how to program graphics, conduct trends on BAS system. Must be familiar and capable of working with, diagnosing, and maintaining low voltage signaling systems (4-20mA and 1-5 vDC).

14.5. ACCOUNT MANAGER

The Contractor shall provide at least one designated account manager and a technical support personnel for this contract. The Contractor shall provide contact information for normal business hours and off hours support. In addition, the Contractor shall provide backup contacts and their contact information.

15. REPORTING AND DELIVERY REQUIREMENTS - DELIVERABLES

The contractor must prepare reports of the status of the BAS including

- 15.1. A complete record of the version of the system in use
- 15.2. A record of hardware and software updates and changes made to the system, including upgraded graphics
- 15.3. A record of individuals granted access to the system and the level of access granted (user, maintainer, expert) and other details of system security.
- 15.4. Back-up data with changes monthly on the universities USB drive
- 15.5. Service reports & supporting documentation for site visits
- 15.6. Create historic trends & on-demand trends
- 15.7. Create daily alarm log to include building, equipment, alarm type and space for corrective actions taken.

16. REFERENCES

Provide three (3) references that can confirm at least 5 years of working experience and that demonstrate the firm's capability to meet the requirements outlined in this RFP. The following information is to be provided:

- 16.1. Name of Company and its location;
- 16.2. Start and Completion date of project/work by month, day, and year;
- 16.3. Contact name, address, and telephone;
- 16.4. Brief, but thorough, description of the work and the results;
- 16.5. Name(s) of responsible supervisory key personnel.
- 16.6. Brief history of company

Higher consideration will be given if such work was performed for a higher education institution. Cited references must be able to reflect the Proposer has at least five (5) years of experience and must demonstrate the Proposer's ability to perform all services as mandated in this solicitation.

17. MBE NOTICE

Minority business enterprises are encouraged to respond to this solicitation.

18. CONTRACT DOCUMENTS

18.1. The selected firm will be required to sign a UBalt Contract and Contract Affidavit prior to commencement of the services. (See attached Agreement.) By submitting a response to this solicitation, the Company is affirming that they will execute this contract in substantially the same form. Due to the fast-track nature of this procurement, UBalt does not intend to substantially negotiate any of the terms and conditions, nor does it intend to accept any requested Company terms and conditions.

18.2. UBalt will own all deliverables resulting from this engagement and must be able to use the deliverables as UBalt deems in its best interest. The Company will retain ownership of its intellectual property as well as of any "know-how" that is developed during the engagement.

18.3. UBalt will not pay in advance for any services.

19. COMPANY'S RESPONSE REQUIREMENTS

19.1. PUBLIC INFORMATION ACT NOTICE

Proposers should give specific attention to the identification of those portions of the proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State pursuant to the Public Information Act (the "PIA"), codified in General Provisions Article ("GP"), Title 4 of the Md. Code Ann.

Contractors must clearly identify each and every section that is deemed to be confidential, proprietary or a trade secret (it is NOT sufficient to preface your proposal with a statement that the entire content is proprietary, or to use a page header or footer that arbitrarily marks all pages as confidential). Any individual section of the proposal that is not labeled as confidential with an accompanying statement concerning the rationale for its claimed confidentiality shall be considered public information.

19.2. Companies shall submit the following information.

19.2.1. The name, address, telephone number, e-mail address and fax number of the Company and the name, title, address, telephone number including extension number, and e-mail address of the Company's Representative for the Proposal.

19.2.2. **Evidence of qualifications** to perform the work and **History of Providing Similar Services:** Provide a narrative that provides detailed, but concise, information on the Company's history of providing similar services for other educational institutions. Such history is to include the number of years providing these services, as well as the number of Company employees that perform maintenance and repair services.

19.2.3. **Work Plan:** The Offeror will provide a brief Work Plan to describe how they will achieve the requirements and specifications listed in this RFP.

19.2.4. **Approach to Contract/Staffing Plan and Capabilities of Staff:** Provide information regarding the approach that the company will take to provide the services.

19.2.5. **Current clients:** Company name, address, telephone number and contact name of **three (3) current clients of the Company**, including the length of the relationship with each client and a general description of the work performed.

19.2.6. **References** as specified in item 16., above.

19.2.7. **Documentation** of Company, Management and Staff information sufficient to establish compliance with the requirements of this RFP.

19.2.8. **Assumptions:** Provide any assumptions on which your firm's proposal is based.

20. INSURANCE:

20.1 Contractor shall secure, and shall require that subcontractors secure, pay the premiums for and keep in force until the expiration of this Contract, and any renewal thereof, adequate insurance as

provided below, such insurance to specifically include liability assumed by Contractor under this Contract inclusive of the requirements below:

- Commercial General Liability Insurance including all extensions
 - Not less than \$2,000,000 each occurrence;
 - Not less than \$2,000,000 personal injury;
 - Not less than \$2,000,000 products/completed operation; and
 - Not less than \$2,000,000 general aggregate.
- Worker's Compensation and Unemployment Insurance as required by the laws of the State of Maryland.
- Property damage liability insurance with a limit of not less than \$2,000,000 for each accident.
- If automotive equipment is used, automobile bodily injury liability insurance with limits not less than \$1,000,000 for each person and \$2,000,000 for each accident, and property damage liability insurance, with a limit of not less than \$2,000,000.
- Professional Liability or Technology Errors and Omissions insurance in an amount not less than \$2,000,000
- Limits of insurance may be achieved either singularly or by combination of applicable coverages.

20.2 All policies for liability protection, bodily injury, or property damage and fiduciary bonding must specifically name on its face the State of Maryland, the University System of Maryland, and UBALT as an additional named insured with respect to operations under this Contract, including but not limited to Contractor's data center or other premises where UBalt's data is stored, provided, however, with respect to Contractor's liability for bodily injury or property damages above, such insurance shall cover and not exclude Contractor's liability for injury to the property of UBalt and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees, or guests of UBalt.

20.3 Contractor will take commercially reasonable and practical steps to ensure that each insurance policy contains endorsements, identical to, or nearly identical to, the following: "It is understood and agreed that the Insurance Company shall notify the UBalt Procurement Officer in writing forty-five days (45) in advance of the effective date of any reduction in or cancellation of this policy." A certificate of each policy of insurance shall be furnished to the Procurement Officer. With the exception of Workmen's Compensation, upon the request of the Procurement Officer, a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company, shall be furnished to the Procurement Officer. Notices of policy changes shall be furnished to the Procurement Officer. All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland. The insurers must have a policy holder's rating of "A- or better."

21. The signed **Proposal Affidavit** found in Appendix A to this RFP.

22. CLOSING DATE – DUE DATE FOR PROPOSALS

Proposals must be submitted no later than July 23, 2024 at 3:00 PM. Proposals in electronic format, as well as transactions, and communication are permitted for this procurement. **Proposals must be submitted in Adobe .PDF format via the Team Dynamix Link on page 1 of this RFP.** Attachments must not be zipped or compressed. Proposals, amendments to proposals, or requests for withdrawal of proposals arriving after the closing time and date may not be considered. The names of contractors will not be released until after award. At the University's sole discretion, the Solicitation Schedule may be modified.

23. EVALUATION OF OFFERS

Technical proposals and price proposals are to be submitted not later than the proposal due date and time listed on page 1 of this RFP. The University System of Maryland requires that technical and price proposals must be evaluated independently. Therefore, Technical Proposals and Price Proposals **must be submitted in separate documents (i.e. as separate .pdf files)**. Late proposals (technical and / or price) may be rejected.

23.1. Technical Evaluation of Offers

Following the Procurement Officer's qualifying review, the Committee shall conduct its evaluation of the technical merit of the Proposals in accordance with the Evaluation Criteria listed below. Minor irregularities contained in Proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the University's best interest.

The Committee shall conduct its evaluation of the technical merit of the proposals in accordance with the requirements and criteria in this RFP. A Proposer must satisfy and explicitly respond to ALL the specifications and requirements, including a detailed explanation of how each item is to be met. The evaluation committee will rank each qualified proposal on technical merit.

The criteria that will be used by the committee for the technical evaluation of proposals for this procurement are listed below in descending order of relative importance:

1. Contractor's ability to provide described mandatory services, and availability of staff.
2. Contractor's understanding of the scope of services as demonstrated by the response to the RFP.
3. Appropriate licenses and availability of contracting professional staff
4. Related past experience, performance and qualifications.
5. References
6. Completeness and readability of Response

23.2. Evaluation of Price Proposals

All offerors must complete and submit the **Form for Price Proposals** – See **Appendix B**. Prices will be evaluated over a five-year period (as indicated by the offeror on the form). Prices for straight time rates and overtime rates will be used in the evaluation.

Parts price lists from third-party suppliers should be referenced (internet URL to the price list or catalog is acceptable) with discount or mark-up to be applied to purchases of parts and materials by the University. Mark-up will be capped at 10%. Since it is unknown which parts or materials may be

needed in the course of the contract, the price for parts and materials will not be used in the Price Proposal Evaluation.

24. ACCEPTANCE OF TERMS AND CONDITIONS

By submitting a Proposal, the offeror shall be deemed to have accepted the terms, conditions, and requirements set forth in this RFP. The RFP including all addenda in total shall be incorporated into the Contract by reference. Any exceptions to the terms and conditions shall be submitted in writing prior to the due date for proposals or with the offeror's proposal. Any additional terms and conditions or modifications to the terms and conditions of the RFP may be rejected by the Procurement Official, and may result in the rejection of the proposal.

25. BASIS FOR AWARD:

Technical merit shall have a greater weight than price in the final ranking. Award may be made to the Proposer with a higher technical ranking even if its Financial and Price Proposal is not the lowest. The Procurement Officer retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the Proposer(s) that would best meet the needs of the University as set forth in the RFP.

26. NEGOTIATIONS:

The University may select for award one or more Proposer(s) to negotiate the terms and conditions of the Contract. The University reserves the right to make an award with or without negotiation. In the event negotiations between the selected contractor and the University fail to mutually agree on any terms and conditions, the University may rescind the award and conduct negotiations with the 2nd highest ranked firm/contractor.