



Request for Proposals (RFP)
RFP UB-25-BB-17
for
Maintenance and Repair of UBalt HVAC Systems

ISSUE DATE: September 30, 2025

ISSUING OFFICE:

UNIVERSITY OF BALTIMORE
Office of Procurement
1420 N. Charles Street, Baltimore, MD 21201
Wesley Gordon, Associate Director of Procurement Email: wgordon@ubalt.edu

UBalt Procurement Officer:
Beth Kirk, Director Procurement

The Issuing Office is the sole point of contact for this task order procurement.

NOTICE: Prospective Proposers who have received this document from a source other than the Issuing Office are advised to contact the Issuing Office. The University does not take responsibility if any Prospective Proposer is not informed of communication issued under this RFP. It is the sole responsibility of any Prospective Proposer to visit the University's website for all documents relating to this RFP. Visit: <https://www.ubalt.edu/about/offices-and-services/procurement/current-ub-solicitations.cfm>

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- Company Profile including Annual Sales Volume/Number of Projects Form	
- Proposer Experience & Reference Form	
- Anticipated Subcontractors/Trade Contractors	
- Project Approach / Preliminary Schedule	
- Proposer Key Personnel & Experience/References Forms	
- Proposal Affidavit	
- Acknowledgement of Receipt of Addenda Form (if applicable)	
- MBE – Attachment M-1A MBE Utilization and Fair Solicitation Affidavit Part 2 (Forms located in Attachment M)	
- Acknowledgement of Review of Contract	
- Conflict of Interest	
APPENDIX B – Price Proposal Forms – to be submitted solely by the final shortlisted firms	
MBE Attachment M-1A 3 and 4 – schedule of MBE Subcontractors	

APPENDIX C – The following forms are to be submitted/signed by the successful for:

University Contract
Contract Affidavit

APPENDIX J - UBalt Inventory List – Part 1 and Part 2

APPENDIX K - UBalt Building List with Square Footage

APPENDIX L - UBalt Emergency Generator List

APPENDIX M - MBE Forms and Instructions

APPENDIX S - SOLICITATION TERMS AND CONDITIONS

APPENDICIES

1. Acknowledgement of Receipt of Addenda Form (see Appendix A).
2. Bid Proposal Affidavit (see Appendix A)
3. Conflict of Interest Affidavit and Disclosure (see Appendix A).
Complete and sign the Proposal Affidavit
4. Insurance - Provide a copy of a Certificate of Insurance verifying your firm's Coverage for Professional Liability, Commercial General Liability, Workmen's Compensation, Automobile Liability Insurance, and Professional Liability. (see page 66)
5. Acknowledgement of Review of Contract Statement. (see Appendix A).
6. Contract Acceptance. Proposers are to include a statement that the University's Contract terms and condition were reviewed and accepted. (see Appendix A).
7. University of Baltimore Confidentiality Agreement for UBalt Data Network and IT Systems (see Appendix A).

SOLICITATION SCHEDULE

In-Person Pre-Proposal Conference:	October 7, 2025 at 1:00 PM EDT
Last Day for Questions:	October 14, 2025 at 4:00 PM EDT
Technical Proposal Due Date:	October 29, 2025 on or by 5:00 PM EDT
Anticipated Date of Notification following the Initial Technical Evaluation regarding shortlist:	November 19, 2025
Oral Discussions (optional) of shortlisted Proposers:	Monday, December 1, 2025 and from 9:00 am to 4:00 pm (Refer to Section III, Article 3, 3.3.6)
Financial and Price Proposal:	December 10, 2025 at 2:00 PM EDT (Shortlisted Firms Only)
Contractor(s) Selection Anticipated to be finalized:	By December 17, 2025
Contract Commencement:	January 1, 2026 (Projected)

Note: Proposals are to be provided by the due date noted above. Proposals are to be submitted electronically to Issuing Office Contact/s noted in this RFP.

SECTION I.

GENERAL INFORMATION

1.1 OBJECTIVE.

The University of Baltimore (also called the University or UBalt) is soliciting proposals to select a contractor to furnish all supplies, materials, labor, supervision, tools, equipment, insurance and permits necessary to service, maintain, and repair of all mechanical, plumbing, and electrical equipment associated with HVAC systems including electric & electronic parts. The type of systems includes, but may not be limited to:

- Chillers (centrifugal, rotary screw, magnetic bearing)
- Chiller cooling condenser systems (air cooled fans & water-cooled evaporative towers)
- Air Handling Systems – complete PM maintenance
- Direct Expansion (Dx) HVAC Systems – Split, Packaged, window & console units, data room –Liebert systems
- Variable Flow Refrigerant (VFR) systems – Multi-Zone
- HVAC Electric Power Distribution Systems and Transformers
- Boilers & Burners, (Oil, Electric and Natural Gas)
- Domestic hot water heaters (natural gas & electric fired) & domestic water storage tanks
- Heat Exchanges (Hx) – Plate Frame & Tube

A more complete recitation of the Statement of Work begins on page 15 of this RFP.

The work to be performed under the contract resulting from this RFP shall be provided by fully trained and experienced professionals with appropriate license(s) and shall consist of all necessary supervision, insurance, testing, labor, equipment and materials to perform a complete and acceptable job to the satisfaction of the University of Baltimore's representative. The University reserves the right to purchase items, supplies and services not specifically listed in this RFP.

The University of Baltimore invites proposals from qualified vendors in response to this Request for Proposal (RFP) in accordance with the schedule of events, terms, conditions, and specifications attached. A brief explanation should be provided for each requirement to describe how the offeror intends to satisfy the requirement or provide the service.

The objective of this RFP is to select the offeror or offerors whose overall technical and financial proposal was evaluated as best meeting the needs of the University, and whose offer is evaluated as the best value to the University as set forth in the RFP. The Procurement Officer retains the discretion to examine all factors to determine the award of the contract. The University may make multiple awards if it is deemed to be in the best interest of the University.

1.2 OVERVIEW OF THE UNIVERSITY OF BALTIMORE.

Founded in 1925, The University of Baltimore is one of 12 institutions that comprise the University System of Maryland, the nation's 12th largest university system. The University of Baltimore offers career-focused education for aspiring and current professionals, providing the region with highly educated leaders who make distinctive contributions to the broader community.

The University of Baltimore offers career-focused graduate, doctoral and undergraduate programs and certificates in law, business, public affairs and the applied arts and sciences. Designed for working adults, UBalt academic programs are offered in flexible formats, including day, evening, weekend, in person, online and hybrid options. UBalt offers excellent teaching and a supportive community for graduate, professional and undergraduate students in an environment distinguished by outstanding student outcomes, academic research and public service, particularly in the Baltimore region. The University is organized into four schools/colleges, including the School of Law, the Merrick School of Business, the Yale Gordon College of Arts and Sciences, and the College of Public Affairs.

Our campus comprises 11 acres in the heart of midtown Baltimore near Penn Station. UBalt's campus includes eight main buildings plus structured parking totaling approximately 1 million square feet. In addition, UBalt owns ancillary buildings near campus and several small parking lots. UBalt is a non-residential campus as most of our students are older, working adults.

As the University celebrates its centennial in 2025, we strive to build upon our legacy and leverage our strengths to forge a bold future. UBalt's strategic goals, as described in UBalt's strategic plan are to position UBalt as the region's premier professional, career-focused university, strengthen student success, and achieve excellence in research, scholarship and creative activity.

The University's enrolled is approximately 3,000 students, including 1,900 graduate students (which includes our law school students), and 1,100 undergraduate students.

By design, UBalt serves a nontraditional population:

- The average age of our undergraduate students is 27
- Our overall student population is 57 percent minority.
- Our student population is evenly divided between full-time and part-time students
- The majority of our undergraduate students are first generation students and/or high financial need students as determined by the U.S. Department of Education

For more information about UBalt, visit <http://www.ubalt.edu>

1.3 PRIMARY CONTACT FOR THIS PROCUREMENT:

Wesley Gordon, Associate Director of Procurement
wgordon@ubalt.edu

The Issuing Office shall be the sole point of contact with the University for purposes of the preparation and submittal of proposals in response to this solicitation.

1.4 QUESTIONS AND INQUIRIES.

All questions and inquiries regarding this procurement must be directed to the individual(s) referenced with the Issuing Office above. Questions must be submitted in writing via the link provided below. Inquiries will receive a written reply/confirmation, submitted inquiries that are not confirmed by the University or included in an Addendum prior to date responses will be provided may not have been received. It is the sole responsibility of potential proposers to ensure inquiries/questions are received. Only written communications relative to the procurement shall be considered.

Link: [Solicitation Questions](#) to submit questions about this RFP.

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

Prospective Offerors are encouraged to check the University's **webpage for Current Solicitations frequently** to determine if and new information related to the procurement has been issued.

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

Should a Proposer find discrepancies in the specifications or contract provisions included in this solicitation, or should there be doubt as to the meaning or intent of any section or subsection herein, the Proposer should request clarification from the Procurement Official. Failure to request a clarification prior to the due date will be a waiver of any claim by the Proposer for expenses made necessary by reason of later interpretation of the contract documents; Proposers will be bound to the University's interpretation.

Potential proposers are advised that the University reserves the right to use its best judgment in choosing to respond or not to respond to any questions received before or after the above stated cut-off date for questions.

All such questions and inquiries must be received by the date provided in the RFP or as updated via Addendum. All Questions must be sent via a Word attachment to the following link: RFP Questions

1.5 RFP 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 publish a copy of the addendum on the University's website on the page for Current Solicitations. <https://www.ubalt.edu/about/offices-and-services/procurement/current-ub-solicitations.cfm>

and may 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. (Reference the acknowledgement form in Appendix A, provided under a separate cover)

1.6 PRE-PROPOSAL CONFERENCE.

A Pre-Proposal Conference will be held in conjunction with the RFP. Attendance at the Pre-Proposal Conference is not mandatory.

The conference will be held at University of Baltimore Student Center 3rd Floor, Room 301 located at 21 W Mount Royal Ave., Baltimore, MD 21201 on Tuesday, October 7, 2025 at 1:00 p.m. EDT and will be followed by a site visit of the University equipment.

A map of the UBalt Campus is available at: <http://www.ubalt.edu/uploads/pdfs/campusmap.pdf>

If your firm is interested in attending the Pre-Proposal and site visit please click on the link provided to register by October 6, 2025 4:00 PM EDT,

Pre-Proposal Conference Registration Link: [Pre-Proposal 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. **Paper copies of the RFP will not be provided. Attendees are advised to bring a copy.**

SPECIAL ACCESS: Any attendees requiring special assistance in attending the Pre-Proposal Conference, should contact the Issuing Office within 5 business days prior to the Pre-Proposal Conference date.

1.7 PRE-PROPOSAL MODIFICATION OR WITHDRAWAL OF OFFER.

Proposals may be modified or withdrawn by written notice received at the Issuing Office before the proposal due date and time.

1.8 CLOSING DATE.

Proposals must be submitted no later than October 29, 2025 by 5:00 PM or as amended via an Addendum. Proposals in MS Word, MS Excel, Adobe .pdf digital format, as well as transactions, and communication, in specified format, are permitted for this procurement. Proposals must be sent to the issuing office by the date and time noted in this RFP or as amended via an addendum. **Attachments must not be zipped or compressed.** Proposals, amendments to proposals, or requests for withdrawal of proposals arriving after the closing time and date shall 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.

1.9 NO PUBLIC OPENING OF PROPOSALS.

A public opening of technical and price proposals will not be held.

1.10 PUBLIC INFORMATION ACT NOTICE.

Contractors should give specific attention to the identification of those portions of their 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 under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.

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.

1.11 PROCUREMENT METHOD.

This solicitation shall be conducted in accordance with the provisions of the University System of Maryland's (USM) Procurement Policies and Procedures. Specifically, the procurement method employed shall be Competitive Sealed Proposals.

The Technical Proposal and/or Price Proposal, either individually or collectively, is considered by UBalt to be an Offer.

1.12 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.

1.13 MULTIPLE PROPOSALS.

Multiple proposals are not permitted for this procurement. A proposer may only submit one proposal.

1.14 CONTRACT TERM.

The initial Term of the Contract is anticipated to begin on January 1, 2026 and end on December 31, 2026, or a later date as directed by the University. The University reserves the unilateral right to renew the contract, at its sole discretion, for up to four (4) additional, separately executable, 12-month periods. The Offeror is to provide pricing for each year (initial plus optional renewals) on the Form for Price Proposals.

The University reserves the right to acquire goods and services not specifically identified in this RFP from the successful contractor during the term of the contract.

1.15 PAYMENT SCHEDULE.

Payments will be made monthly in arrears, on a net 30-day basis, unless a payment schedule was accepted and agreed to under the proposal and executed contracts. The fee is to be inclusive of all costs.

1.16 CONTRACT ADMINISTRATION

A system for contract administration shall be maintained to ensure contractor conformance with the terms, conditions and specification of the contract and to ensure adequate and timely follow up of all purchases. Propose appropriate method and period of evaluation of contractor performance and document, as appropriate, whether contractors have met the terms, conditions and specifications of the contract.

1.17 CONFIDENTIALITY STATEMENT FOR CONTRACTORS.

The successful Proposer will be required to sign the Confidentiality Statement for Contractors. See Appendix C (provided under a separate cover) for the contractual confidentiality obligations.

1.18 ACCEPTANCE OF TERMS AND CONDITIONS.

By submitting a Proposal, a Proposer 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 as specified in the Response Requirements section of this Solicitation. Contract exceptions not provided in the format required under this RFP shall not be accepted nor be made part of any Contract, if awarded.

1.19 MINORITY BUSINESS ENTERPRISES (MBE).

An overall MBE subcontractor participation goal of **20%** of the total contract dollar amount has been established for this procurement.

There are no MBE subcontractor participation sub-goals for this procurement.

1.19.1. Minority participation is important to UBalt and the State of Maryland. State-certified Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation notice. If not certified by the Maryland Department of Transportation (MDOT), MBEs are encouraged to initiate certification as soon as possible. For more information on the State's MBE program or questions related to certification, please contact MDOT's Office of Minority Business Enterprise/Equal Opportunity, telephone 800-544-6056 or view the MDOT website <http://www.mdot.state.md.us/mbe/index.html>.

1.19.2 Attachments D-1 to D-5

The following Minority Business Enterprise participation instructions, and forms are provided to assist Bidders/Offerors:

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

1.19.3 A Bidder/Offeror shall include with its Bid/Proposal a completed MBE Utilization and Fair Solicitation Affidavit (Attachment D-1A) whereby:

- (e) The Bidder/Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
- (b) The Bidder/Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Bid/Proposal submission. The Bidder/Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.
- (c) A Bidder/Offeror requesting a waiver should review Attachment D-1B (Waiver Guidance) and D-1C (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.

If a Bidder/Offeror fails to submit a completed Attachment D-1A with the Bid/Proposal as required, the Procurement Officer shall determine that the Bid is non-responsive or the Proposal is not reasonably susceptible of being selected for award.

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

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

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

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

1.19.6 A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342.

The directory is also available on the MDOT website at <https://marylandmdbe.mdbecert.com/>. The most current and up-to-date information on MBEs is available via this website. Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.

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

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

1.19.8 A Bidder/Offeror that requested a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (Attachment D-1C) and all documentation within ten (10) Working Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in COMAR 21.11.03.11.

1.19.9 All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (Attachment D-1A), completed and submitted by the Bidder/Offeror in connection with its certified MBE participation commitment shall be considered a part of the resulting Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Bid/Proposal for order of precedence purposes (see Contract – Attachment A, Section 51).

1.19.10 The Bidder/Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions. (See Contract – Attachment A).

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

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

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

1.19.12 With respect to Contract administration, the Contractor shall:

- (a) Submit by the 10th of each month to the Agency's designated representative:
 - i. A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment D-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
 - ii. (If Applicable) An MBE Prime Contractor Report (Attachment D-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.
- (b) Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit by the 10th of each month to the Department's designated representative an MBE Subcontractor Paid/Unpaid Invoice Report (Attachment D-5) that

identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding 30 days, as well as any outstanding invoices, and the amounts of those invoices.

€ Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.

(d) Consent to provide such documentation as reasonably requested and to provide right-of entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.

€ Upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE

END OF SECTION I

SECTION II.

STATEMENT OF WORK

2.1. The scope of work details the requirements for a qualified mechanical contractor (herein referred to as Contractor) for repair and preventive maintenance as required to serve all HVAC mechanical and electrical equipment and systems located within the following University of Baltimore thirteen (11) Locations:

1. Academic Center (AC) – 1420 N. Charles St
2. Angelos Law Center (AL) – 1401 N. Charles St
NOTE: Daikin Chillers Units are currently under maintenance agreement with Daikin through 6/30/2026.
3. Bogomolny Library (RLB) -1420 Maryland Ave.
4. Business Center (BC) – 11 W. Mount Royal Ave.
5. Charles Royal (CR) – 1319 N. Charles St
6. Learning Commons (LC) – 1415 Maryland Ave
7. Liberal Arts & Policy Building (LAP) – 10 W. Preston St
8. Maryland Avenue Garage – 1111 Maryland Ave
9. Student Center (SC) – 21 W. Mount Royal St
10. UBalt Archives - 5 W. Chase Street
11. 40 W. Chase Street

2.2. The successful Contractor shall perform the work as specified in this RFP. The Contractor shall furnish all supplies, materials, labor, supervision, tools, equipment, insurance and permits necessary to service, maintain, and repair of all mechanical, plumbing, and electrical equipment associated with HVAC systems, including electric & electronic parts. The type of systems includes, but may not be limited to:

- Chillers (centrifugal, rotary screw, magnetic bearing)
- Chiller cooling condenser systems (air cooled fans & water-cooled evaporative towers)
- Air Handling Systems – complete PM maintenance
- Direct Expansion (Dx) HVAC Systems – Split, Packaged, window & console units, data room –Liebert systems
- Variable Flow Refrigerant (VFR) systems – Multi-Zone
- HVAC Electric Power Distribution Systems and Transformers
- Boilers & Burners, (Oil, Electric and Natural Gas)
- Domestic hot water heaters (natural gas & electric fired) & domestic water storage tanks
- Heat Exchanges (Hx) – Plate Frame & Tube
- Sump & Sanitary Pumps and lift stations
- Hydronic heating systems & components – 2 & 4 pipe systems
- Non-potable water Piping and Components (HVAC)
- Pumps – all systems
- Equipment sensors and devices provided by mfg. of equipment (not BAS related)
- System Components as specified in the university supplied
- Emergency Generators and transfer switches

2.3. In addition, Angelos Law Center has specific components that are unique to that structure due to certification as a Platinum LEED rating building; which include, but not limited to:

- Radiant slab heating/cooling grids with manifolds
- AHU with enthalpy wheel
- Minimum cfm flow VAV's
- Automatic windows – ventilation & occupant – window operating hardware only
- Water features (indoor & outdoor fountains) and associated pumps, filters, water treatment and controls,
- Storm water reclamation system
- Potable water booster

2.4. Service shall be available to University of Baltimore (UB) as needed. Facilities trade hours of operation are currently as follows:

- Day Shift: Monday through Friday; 7:00 AM – 3:30 pm, ½ hour lunch

2.5. The following services are excluded from this contract:

- Building automation system (BAS) & BAS field controllers (All mfg. installed equipment sensors & devices reporting to controllers are included in this contract)
- Fire alarms & fire sprinkler systems
- Building electric systems (See exception for General Mech duties)
- Building Plumbing & domestic water systems (see exceptions for General Mech duties & HW heaters)
- Angelos Law Center Lutron lighting system
- Angelos Law Center window automated controllers & wiring
- Angelos Law Center Embedia exterior shade system.

2.6 ON-SITE TECHNICIANS / MECHANICS REQUIREMENTS & QUALIFICATIONS:

- **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).
- University of Baltimore Facilities hours of operation are defined as follows:
 - Sunday – Saturday, 7 days per week, excluding holidays, 7:00 AM to 11:00 PM
 - Emergency repairs - As necessary 24 hours

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.

UB will require contractor service & labor as follows:

2.6.1. Staffing:

- a. One (1) High level HVAC technician shall work Day Shift (7:00 am–3:30 pm, M-F)
- b. Two (2) General Mechanics shall work day shift (7:00 am -3:30 pm, M-F)
- c. Supplemental labor block of two hundred (200) man hours which can be drawn upon during peak periods (i.e, seasonal heating/cooling switch over preparation).

- The Contractor will train and maintain employment of additional HVAC technicians as backups who can fill in during sick and vacation absences. They will be familiar with the University's methods of operation.
- Except for emergency service, all work performed outside of regular work hours (overtime) must be approved by the UB Director of Facilities Management or designee.
- All contractor technicians shall utilize Facilities time clock for recording hours worked; with daily sign-in/out. Technicians shall wear a standard company uniform, and wear university provided I.D. badges.
- Planned repair and replacement of equipment - Day Shift when applicable.
- Emergency repairs - As necessary (24/7/365) to keep facilities functional.
- Routine preventive maintenance – Day & Staggered Shifts
- Contractor shall make available when required, mechanical trade personnel that hold licenses and/or skill set suitable for specialized repairs & maintenance (ie plumbing, electric motors, pumps, etc).

2.6.2. The Senior HVAC Technician

The Senior HVAC technician must possess at least five (5) years experience as a HVAC technician and must have background on the following types of systems:

1. Hold valid Maryland DLLR Journeymen HVACR license, preference is Master HVACR license/certification
2. Large boilers - steam and hot water, gas or oil fired and dual fired, condensing, and non-condensing.
3. Chilled water systems and chillers up to 400 ton capacity
4. Cooling tower operation and maintenance
5. Building control systems DDC/Pneumatic, low voltage wiring & signals
6. Various tonnage heat pumps and Dx a/c systems – both Water-cooled and air-cooled.
7. Physically be able to perform requirements of the position tasks; lift up to 50 lbs, climb ladders up to 35', manipulate heavy equipment and tools, no restrictions in reaching, bending and stretching.
8. Ability to interpret and read blue-prints, electrical schematics, and equipment manuals.
9. Communicate effectively both orally & written.

2.6.3. The General Mechanic Qualifications:

- 1) Shall possess at least three (3) years field experience performing basic trade work of multi-faceted (MEP skills). A well-rounded person with good mechanical aptitude.
- 2) Performs routine and emergency repair & maintenance for all facets of campus building operations. Examples include, but not limited to the following systems, basic

plumbing repairs & clogs, HVAC equipment maintenance such as changing filters, belts, and hoses pipes and fittings. Building interiors such as wall, floors, and ceilings, painting, patching, and drywall repairs, building exteriors such as repairing doors, windows, roof & envelope.

- 3) Performs campus lighting re-lamping and basic plumbing (water fountain filters, drain & toilet clogs)
- 4) Physically be able to perform requirements of the position tasks; lift up to 50 lbs, climb ladders up to 35', manipulate heavy equipment and tools, no restrictions in reaching, bending and stretching.
- 5) Ability to interpret and read blue-prints, electrical schematics, and equipment Manuals.
- 6) Communicate effectively both orally & written

2.7. HVAC SYSTEM COMPREHENSIVE MAINTENANCE PLAN:

The Contractor shall provide a comprehensive preventive maintenance plan that meets approval of the University, for all mechanical systems and equipment to be serviced under the contract. The plan should address, AT A MINIMUM, the University's inventory list (Appendix J) and daily inspection log. Service to these items to be, generally, as follows:

General Preventive Maintenance should include Start Up (S/U) and Shut Down (S/D). These procedures should only be considered typical. They should only be used as the basis for the understanding of the university's preventive maintenance plan.

- a) Maintain & sign equipment PM tags that are attached to equipment
- b) Repair or replace, at no, additional charge to the university, any normally replaced PM part during inspections and while performing preventive maintenance (PM). The vendor must install all parts at the recommended mfg. PM intervals.
- c) Oil or grease all bearing, including motors, fans, valves, pneumatic compressors, pumps, and damper bearings. Contractor is to furnish oil and grease.
- d) During start-up and shutdown procedures, make a complete inspection of the unit and related system for any unusual sound or condition, investigate and correct it. Cycle the unit through a sequence of operations in order to determine if the operating conditions and sequences are correct; make any adjustments, calibrations, and part replacements required to ensure proper operation of the equipment.
- e) Adjust all belts for proper tension, check for wear, replace as necessary.
- f) Check sheaves and keyway; alignment, condition, binding, etc.

- g) Check oil, refrigerant and water levels; fill to proper operating levels.
- h) Check electrical circuits, transformers, indicator lamps, meters, etc. Check terminals and tighten as needed; clean or replace contacts as required.
- i) Check control systems for proper response and operation. Adjust as required to maintain energy conservation measures as directed by University representative.
- j) Leak check refrigeration system and repair as required.
- k) Inspect burners for plugged ports/nozzles. Check for defective electrodes. Repair, adjust, and/or replace as necessary.
- l) Check motors for vibration and overheating. Check motors and fan blades for cleanliness. Remove any dirt or grease, and lubricate motors if bearings are not sealed type. Provide annual vibration analysis report.
- m) Clean condenser tubes annually with nylon brush and water. If necessary, chemically clean to ensure continuous safe operation.
- n) Inspect all air filters, water filters, etc. for all equipment in accordance with program schedule. Replace as required or as specified, whichever occurs first.
- o) Inspect all HVAC valves, traps, water and steam lines, (including supply, returns, and drains). Repair all leaks.
- p) Add chemical tablets to drain pan of all consoles and unit vents on a regular schedule to prevent buildup of minerals and algae. Small drain holes must be kept open to prevent water damage to floors and walls and ceilings.

2.8 BOILER REQUIREMENTS

2.8.1 Contractor shall:

- a. Provide annual cleaning of boilers
- b. Open fire & water side of boilers for cleaning access
- c. Fire box clean-out: brush tube sheets & punch tubes or other fireside heat transfer surfaces
- d. Vacuum sort from fire box and breaching
- e. Drain mud leg and flush boiler
- f. Clean low-water cutoff
- g. Clean strainers & air make up intake screens
- h. Check and grease linkage to assure free and easy operation

- 2.8.2. Contractor shall provide annual start-up to include:
- a. Visually inspect boiler, controls, gas train, breaching, piping, make-up water, and water cut-offs
 - b. Verify gas /oil pressure (independent calibrated gauge)
 - c. Prove boiler safety & ignition controls functioning properly
 - d. Fire boiler and provide efficiency test
 1. Efficiency testing equipment must have current NIST (National Institute Standards and Technology) Certification
 2. Provide written results of efficiency test
 2. Record of opacity test; CO, CO₂, SO, NO
 3. Record boiler operating temp & pressure
 - e. Replace the following equipment/parts required as preventive maintenance (PM)
 1. Burner nozzles
 2. Electrodes
 3. Electrode leads
 4. Fire eyes
 5. Fuel filters (oil)
 6. Fire box gaskets
 7. Valves
 8. Controls
 9. Fuel delivery components (gas & oil)

2.9 CHILLER REQUIREMENTS

Contractor shall provide comprehensive service, repairs, and a preventive maintenance program for all chillers and related equipment located on campus. This related equipment includes, but not limited to; cooling towers, pumps, motors, strainers, valves, controls, etc., related to the operation of chilled water system. In the event a chiller is off-line due to repair, the contractor shall provide for a temporary chiller rental of equal or adequate tonnage. Contractor shall maintain the chiller(s) main body and ancillary components in a manner that allows the machine to be fully functional to meet manufacturer's operational standards and efficiency.

Annual start-up: Contractor shall provide the following service during annual preventive maintenance inspection prior to start-up (March 15 or designated date) as applicable to each manufacture's recommendations.

- a) Lubricate and adjust equipment as required
- b) Inspect electrical wiring from line side of starter to motor
- c) Check all safety controls and alarms for proper operation. This shall include, but not limited to;
 - 1.) High & low pressure cut-offs
 - 2.) Oil pumps, oil pressure switches & cut-offs
 - 3.) System monitor resets and timers
 - 4.) Vane operating linkages & switches
 - 5.) Freeze stats

- d) Check and verify proper operation of controls
 - 1.) Temperature controls
 - 2.) Motor load limits
 - 3.) Vane operation controls
 - 4.) Refrigerant pressure controls
 - 5.) Variable frequency drive (vfd) units (if applicable)
- e) Check & Verify proper compressor operation
 - 1.) Performance evaluation
 - 2.) Amperage
 - 3.) Terminal lug torque
 - 4.) Unit lubrication, oil levels, and operating temperature range compliance
 - 5.) Vane operation under various load limits
 - 6.) Expansion valve
- f) Check operation of chiller
 - 1.) Leak check compressor fittings & terminals
 - 2.) Verify overload & trip settings
 - 3.) Leak check oil pump and fittings
 - 4.) Leak check relief valves and rupture disk
 - 5.) Leak check purges & refrigerant
 - 6.) Test all electrical connections
 - 7.) Add refrigerant and oil as required
 - 8.) Change refrigerant filter dryers as required
- g) As applicable check cooling tower operation
 - 1.) Check belts and sheaves for wear & free movement
 - 2.) Check sheaves for proper alignment and tension adjust as needed
 - 3.) Check fan bearing, shaft and blades for wear & condition
 - 4.) Lubricate bearings
 - 5.) Check heat transfer medium for condition & cleanliness
 - 6.) Check condenser water disbursement nozzles & replace as needed
 - 7.) Check all safeties are operational
 - 8.) Verify make-up water and float is operating properly
 - 9.) Check tower motor and disconnect
 - 10.) Check & verify sump heater is working properly
 - 11.) Check sump pan for corrosion, condition, and CW return flow
 - 12.) Check and exercise all valves

2.9.1. The Contractor shall pull heads of condenser to inspect & clean tubes no less than one time every year and the evaporator one time every three (3) years. Work shall include brushing and punch cleaning of tubes. Eddy Current test shall be the option of the owner and may be ordered to be conducted during this inspection (not included under this contract).

2.9.2. Provide one oil analysis for each chiller annually. This shall include a full spectrum analysis to be conducted under Environmental Protection Agency (EPA) standards. The oil analysis shall test for wear and corrosion elements in sample. Oil analysis testing requirement shall meet the testing standards as recommended by the machines manufacturer. Each centrifugal chiller will receive a minimum of two (2) annual oil analyses to determine the concentration levels of each of the following chemicals.

- a) Iron Silver Zinc
- b) Lead Tin Calcium
- c) Copper Barium
- d) Chromium Silicon Magnesium
- e) Aluminum Sodium Titanium
- f) Nickel Phosphorous Molybdenum
- g) Cadmium Antimony

2.9.3. Each analysis will consist of a minimum of the following four (4) tests:

1. Total acid (ASTM D664),
2. Kinematic Viscosity at 40° C (ASTM D445),
3. Water Content (ASTM D1533 / D6304),
4. Element Composition (ASTM D5185, as listed in 2.9.2)

2.9.4 Perform a refrigerant analysis of all chillers within the first 90 days of contract with follow-ups every other year as required by the analysis results.

2.10. WATER TREATMENT REQUIREMENTS

2.10.1. Open Recirculation Cooling Condenser Water Treatment - Contractor shall supply a concentrated, multifunctional liquid and/or powder scale and corrosion inhibitor for use in all evaporative condenser chiller machines. This product will contain an organic phosphate base compound supplemented with polymers or agents to prevent hardness and iron deposition. An organic-based corrosion inhibitor shall be included to control corrosion in the range of 5 mils per year or less mild steel and .5 m.p.y, or less on copper and brass. No zinc or chromates or highly toxic metals shall be detectable in this material. This product shall have the capability of dispersing suspended solids for removal during bleed off. A dosage of 75 to 150 ppm product will be maintained during normal operation of the air-conditioning machinery. The method of testing these products will utilize either a LaMotte or a Taylor Chemical Color Change Titration or Color Comparator Test kit. A supplemental algacide/biocide shall be either liquid or briquette form and designed as a slug fed shock kill treatment.

2.10.2. Hot/Chilled water closed system treatment – Contractor shall supply a concentrated, multifunctional liquid and/or powder scale and corrosion inhibitor for use in all hot water boilers, hot water closed loops and/or chilled water closed loop systems. This material consists of borate/nitrate corrosion inhibitors with or without a molybdenum base corrosion inhibitor to control all types of metal corrosion. A pH range of 9.0 to 10.5 ranges is required for alkalinity increase in all closed systems for optional inhibitor film formation. This method of

testing these products will utilize LeMotte or Taylor Color Change Titration or Color Comparator Test Kit with a product range of 500 ppm to 1000 ppm nitrate and/or 50 ppm to 250-ppm molybdenum disulfide.

2.10.3. Service Requirements to include:

- a. Complete on-site testing by a water treatment representative at least, but not limited to, once a month during operation of the various treated systems.
- b. Test will include total dissolved solids, alkalinity, pH and chemical residual(s).
- c. Recommendations and comments will be put in writing on water analysis report with one copy remaining on-site and the ORIGINAL copy left with Facilities Director, or designee.
- d. Complete technical and laboratory backup for immediate answers to any questions or problems will be provided with unlimited consultation.
- e. Minor adjustments will be made to the water treatment equipment or repair of same when necessary. Cost for repairs to be included (not to exceed \$50 or up to one man hour of labor).
- f. Recommendations on improving water treatment program and ways to save energy and water usage should be made as necessary.
- g. Deliver and apply to chemical feed tanks and feed water systems all necessary chemical treatments as specified herein on a monthly basis or as needed by university. Supply and maintain all chemical supply feed pumps and regulators to provide automatic application of chemical treatment

Alternative brand chemicals may be allowed only after proving that substitute brand is equal or superior in performance of brands specified and work effectively without problems in equipment for which it is intended. The Director of Plant Operations must approve alternative brand chemicals in advance of any use. N.B. Olin products are definitely NOT acceptable as alternate brands because of poor results previously

2.11. CURRENT FEED WATER TREATMENT LOCATIONS:

Academic Center	2 Boilers (hot water) – Boiler Room
	2 chillers – Boiler Room
	1 Evap. Cooling Tower – Roof
	Open loop condenser water system – Roof
	Closed loop Chilled water system – Bsmt Mech Rm
	Closed loop HW water system – Bsmt Mech rm

Angelos Law Center	3 Boilers (hot water) – Penthouse 2 Chillers – Bsmt Mech Rm 2 Evap. Cooling Towers – Penthouse 1 Rain Water Reclamation System Open loop condenser water system – Bsmt Mech Rm Closed loop Chilled water system – Bsmt Mech Rm Closed loop HW water system – Penthouse
Business Center	2 Boilers (hot water) – Bsmt Mech Rm 2 chillers -4th floor mech rm 1 Evap. Cooling Tower – Roof Open loop condenser water system treatment – Roof Closed loop Chilled water system treatment – Bsmt Mech Rm Closed loop HW water system – Bsmt Mech Rm
Bogomolny Library	2 Condensing Boilers (Hot water) – PH mech 1 chiller – PH Mech rm 1 Evap. Cooling Tower – Roof Open loop condenser water system treatment – Roof Closed loop Chilled water system treatment – Bsmt Mech Rm Closed loop HW water system – Bsmt Mech Rm
Learning Commons	3 Boilers (hot water) – Bsmt Mech Rm 2 chillers -Bsmt mech rm 2 Evap. Cooling Tower – Roof Open loop condenser water system treatment – Roof Closed loop HW/Chilled water system treatment – Bsmt Mech Rm Closed loop HW water system –
Liberal Arts & Policy Building (LAP)	2 Boilers (hot water) – Bsmt Mech Rm 1 Evap. Cond/Cooling Tower – Roof Open loop condenser water system treatment – Roof Closed loop HW/Chilled water system treatment – Bsmt Mech Rm Closed loop HW water system –
Student Center Building	2 Boilers (hot water) – Penthouse 1 Evap. Cond/Cooling Tower – Roof Open loop condenser water system treatment – Roof Closed loop HW/Chilled water system treatment – Penthouse Closed loop HW water system – Sanitary Sump Pit System – Lower Level
5 West Chase Street	1 Boilers (HW boilers)

Prior to initiating the water treatment program, the Contractor must first clean condenser heads and cooling towers on all cooling units, clean and check scale on boilers, punch all condenser and boiler tubes and clean evaporative condenser coils to insure all equipment is in good working condition.

2.12. CHEMICAL FEED EQUIPMENT:

The Contractor shall inspect existing chemical & water feed systems serving the equipment and submit a written report on condition and recommendations (if required). Written report should include any recommendation for efficiency, new technologies, repairs, chemicals, etc.

2.13. TESTS AND ANALYSIS:

The Contractor shall perform the following tests and analyses on each monthly visit.

Tests and Analyses	Steam Boilers	Condensers	Closed Loops	Raw Water	Softener
Total Alkalinity		X	X	X	
P Alkalinity	X				
M Alkalinity	X				
Hardness	X	X	X	X	X
Phosphate	X				
Sulfate	X				
TDS	X	X	X	X	X
Chloride	X	X			
PH	X	X	X	X	X
Other inhibitors as recommended	X	X	X	X	X

Legionnaire's Disease test must be performed at minimal two (2) times a year at one (1) month after start up and one (1) month prior to shut down. This test must be conducted at all university cooling towers. Vendor should also specify a unit cost for performing this test should the university decide to increase the number of times required.

A schedule of equipment to receive preventive maintenance is enclosed.

2.14. EMERGENCY GENERATORS

Inclusive with this contract, the contractor shall provide a supplemental electric power generator contractor capable of 24 hr/365-day repair & have a preventative maintenance (PM) program. A comprehensive PM program must be submitted, which shall include but not limited to: Quarterly maintenance or by manufacture service recommendations.

2.15. QUARTERLY MAINTENANCE

Contractor shall provide the following service during quarterly preventive maintenance applicable to each manufacture's recommendations. This shall include, but not limited to

- A. Lubricate and adjust equipment as required

- B. Inspect generator components and operational parameters
 - 1) Check all operating & safety controls for proper operation.
 - 2) Verify proper operating temperature
 - 3) Oil pressure and gauges
 - 4) Battery voltage and charger
 - 5) Sump pump heater and operation
 - 6) Load output & amperage
 - C. Check and verify proper operation of controls
 - 1) Temperature controls
 - 2) Motor load limits
 - D. Check & Verify engine operation
 - 1) Performance evaluation
 - 2) Amperage
 - 3) Terminal lug torque
 - 4) Unit lubrication, oil & coolant levels, and operating temperature range compliance
 - 5) Operation under various load limits
 - 6) Check all wiring electrical harness connections
 - 7) Add lubricants and coolant as required
 - 8) Change engine oil & filters as required
 - 9) Change engine coolant as required
 - 10) Change belts as they show wear
 - E. As applicable check generator operation
 - F. Check belts for wear & alignment and tension adjust as needed
 - G. Check fan bearing, shaft and blades for wear & condition
 - H. Lubricate fittings
- 2.16. Contractor shall provide annual four (4) hour load bank tests for the following units.
- A. Academic Center OTS server room unit (Requires back-up generator during test).
- 2.17. SYSTEM SWITCH OVER:
- The typical dates for heat/air conditioning switch over at the university are normally prior to October 15 and April 15. The Facilities Director or designee will establish the actual switch over date. Vendor will coordinate with Preventative Maintenance contractor for start-up; shut down procedures to assure proper chemical treatment is administered to the affected system.
- These procedures shall address, as minimum, the following:

2.17.1. Shutdown evaporative chillers

- Condenser Water
- Pump Down system or drain below roof (freeze level) – by others
- Adequate chemicals to standing condenser water
- Drain towers and lines (including makeup lines) by others
- Preservative chemicals as required
- Check chiller condenser water side chemical level; assure proper chemical levels for lay-up of chiller; unless chiller to be drained down for off-season opening
- Chilled Water
- Check chemicals in system; assure proper chemical levels for lay-up of CHW system piping
- Check evaporator water side chemical level; assure proper chemical levels for lay-up of chiller; unless chiller to be drained down for off-season opening

2.17.2. Start Up Air Conditioning

- Condenser Water & Chilled Water
- Cycle system through normal operating procedures, check and service water treatment

2.17.3. Shutdown Heat

- Hot Water
- Check chemicals in system; assure proper chemical levels for lay-up of HW system piping
- Check boiler level chemicals; assure proper chemical levels for lay-up of boiler; unless boiler to be drained for off-season opening

2.17.4. Start Up Heat

- Hot water
- Cycle system through normal operating procedures, check and service water treatment

2.18. SCHEDULE INSPECTIONS AND ADJUSTMENTS:

The successful vendor shall make regularly scheduled inspections and adjustments to the equipment in accordance with good trade practices, the university's inspection and maintenance schedule, and in accordance with all procedures recommended by the equipment manufacturers in their maintenance procedures.

Example:

- a) Hydrostatic test and clean all heat exchangers
- b) Vibration and imbalance test all rotating machinery
- c) Leak check and clean heating and cooling coils
- d) Water treatment program to include cooling towers, closed loop heating and cooling system and boilers
- e) Meg motors
- f) Lube, clean, etc. all motors
- g) Air handling units to be cleaned and lubricated

- h) To have filters changed, replaced and/or adjust belts, and add water treatment tablets
- i) Other preventive maintenance checks and test to be weekly, monthly, quarterly, semi-annually, and or annual inspections in accordance with the university's preventive maintenance program and schedule
- j) Inspect insulation around pipes and repair as needed to bring up to proper code. (Note: Asbestos coverings are not included in this function.)

The vendor shall maintain, on the premises, a log on each system or unit outlining daily inspections, repairs, replacements or adjustments performed on the equipment. Upon termination of the contract the originals shall become the property of the university. In addition, there shall be a minimum of 2 (two) joint effort inspections per year carried out by representatives of both the contractor and the university. These shall be scheduled at the discretion of the university. The last inspection is to be held approximately 60 (sixty) days, if possible, prior to the expiration of the contract year. These shall be thorough inspections of all equipment and systems to determine their condition and proper performance. Any defects found, or replacements required, as a result of these inspections shall be corrected by the vendor at his expense immediately following the inspection and/or prior to termination/renewal of contract and release of vendor's performance bond. Failure to do so will result in the vendor being considered in default of the terms and conditions.

2.19. REPAIRS DUE TO NEGLIGENCE:

The contractor shall be responsible for repairs or replacement of equipment necessitated by negligent misuse of the equipment or vandalism by persons under control of the contractor, his representative or employees which occur during the period covered by the contract.

2.20. RECOVERY/RECYCLING REFRIGERANTS:

Offeror must describe in detail the procedures to be followed in the Recovery and Recycling of Refrigerants at the University of Baltimore as well as documentation required under EPA and MDE regulations. Vendor shall develop a comprehensive plan to insure the university's compliance with all appropriate EPA/MDE regulations regarding the use of CFC's. It is imperative that the university suffers no extended equipment downtime because of CFC related issues, including equipment conversion or replacement, during the contract period. All technicians assigned to maintain and service any of the refrigeration equipment listed in these specifications must be certified by a technician certification program approved by the EPA as required in 40 CFR Part 82. The vendor is also required to provide a listing of personnel that can be called in emergency or weekend situations that are EPA/MDE certified in the recovery and recycling of refrigerants. Documentation of the employees' certification must be provided to the university.

2.21. REFRIGERANT REPLACEMENT:

University of Baltimore shall supply all refrigerants, and any reclaimed refrigerants shall remain the property of UB for reclamation credit within standards outlined in section on Recovery (See Section 2.15).

2.22. MATERIALS:

The contractor shall furnish and replace all parts, materials, supplies and lubricants to maintain and perform preventive maintenance (PM) following the equipment manufacture's maintenance recommendations. All replacement parts shall meet manufacturers original equipment standards and be approved by manufacturer as a direct replacement part. In the event of emergencies, where replacement of a part is necessary to keep a vital machine in operation, substitute manufacturers may be used.

- AHU filters (pre & secondary) shall be MERV 8 & 13 rated
- Contractor shall keep on hand at the University, an adequate supply of replacement parts; including common belts, filters, pump seals, etc.

2.23. REPORTING:

The contractor shall submit completed P.M. work orders every week to the designated University official. The contractor shall also provide weekly service reports for all work (service and repair) beyond that specified on the P.M. work orders. These reports shall contain, as a minimum, the name or system number, parts of components replaced or services, any maintenance performed, and cause of breakdown, if known. The report will be due on each Monday for the previous week. If there is no special service or repair, a single report stating the fact shall be submitted on that Monday.

2.24. MAJOR REPAIRS AND OVERHAULS - PARTS:

When completing repairs and overhauls (exclusive of preventive maintenance) as designated by the University, the Contractor will be responsible for the procurement of all parts, equipment, and related materials to perform the repair. The vendor will be responsible for the procurement and cost of individual repair and replacement parts up to \$1,000.00 and the university will pay the excess over \$1,000.00. For example, if an individual replacement part costs the vendor \$1,500.00, the vendor will pay \$1,000.00 and the university will pay \$500.00 ($1000 + 500 = 1,500$). The threshold for the contractor's deductible expense shall be capped at \$15,000 per contract year; after which the deductible shall no longer be applicable.

Repair or replacement parts charged to the university will be invoiced at an allotment of cost plus a maximum markup 10% handling fee. Proof of cost will be required. The University will not pay for repair replacement parts without the proof cost (ie: invoice detailing the cost paid). "Cost" is defined as the manufacturer's charge to the vendor including freight and any applicable taxes as reflected on the manufacturer's invoice (Note: UB is tax exempt and all tax exempt savings shall be passed onto UB as "Cost")

The \$1,000.00 deductible includes only parts applicable to work designated as repairs/overhauls. All parts applicable to preventive maintenance are supplied on a no charge basis. Semi-annually the contractor must submit to the Director of Facilities Operations, a detailed listing of all replacement parts provided for under this section to which the \$1,000.00 deductible had been applied. The listing must reference part, description/application, building utilized, contractor's cost, university's cost, invoice number, invoice date, and service date. The use of the term "part" is intended to imply OEM part. In cases where the overall cost or a critical time frame may be

better served by replacement of non-OEM part, but equal, the designated plant official shall exercise his right to decide on the desired approach after conferring with the vendor's on-site representative for this contract. In cases of dispute the procurement Officer shall decide. If the cost of an individual part making up an assembly is greater than or equal to entire assembly, then it shall be the discretion of Facilities Director or designee to authorize purchase of individual component.

2.25. DUPLICATION OF SERVICES

At no time may the Contractor sub-contract for work of the same qualifications as the Contractor, unless explicitly approved by the University.

2.26. BREAKDOWNS AND/OR SHUTDOWNS:

Minor breakdowns and shutdowns, such as electrical problems, burned out control coils, open circuits, electrical or mechanical adjustments will be repaired or corrected as soon as possible but no later than 24 hours after such trouble is reported. Major breakdowns or shutdowns will be corrected as soon as possible. This includes locating the trouble, procurement of the parts, installation of the parts, and placing the equipment back into service. Every effort shall be made to expedite any and all repairs in accordance with set limits. Where limits may be needed to be exceeding, the deviations shall be verified by the university and must be approved in advance by the university. The contractor shall be so equipped to meet the above conditions. If the contractor is unable to meet the above conditions, he shall be considered in default and the university shall have sufficient justification to obtain necessary services from other sources at the contractor's expense. Default is grounds for the university to automatically terminate the contract at the university's discretion.

2.27. UNIVERSITY RESPONSIBILITIES:

Operate and manually monitor the equipment in accordance with the vendor's/university's maintenance supervisor's instructions. Notify the vendor promptly of any change in the usual operation conditions.

Keep equipment rooms and space free of extraneous materials and move and stock, fixtures, walls, or partitions needed to facilitate the work called out hereunder. Permit access to buildings, parking and the use of existing shop facilities and utilities. Provide an office and one phone extension with local telephone service to successful contractor for use in fulfilling terms of contract contained herein. Provide all permanent contractor personnel with a cell phone, which must be carried at all times when on university time.

END OF SECTION II

SECTION III.

Article 1. Submission and Technical Proposal Response Requirements

3.1. SUBMISSION.

Proposals are to be provided to the Issuing Office in accordance with the Solicitation Schedule. Submit Proposals using the following Team Dynamix link [Proposal Submission](#).

Proposal documents are to be submitted as an attachment in MS Word, MS Excel or Adobe .pdf format (**no zipped files**). Hyperlinks to software products sent to the Issuing Office that indicate that the Proposal is posted by the Proposer on an electronic site may be rejected or considered non-responsive if contract terms and conditions (i.e., a Click-Through Agreement) are required to be accepted by the University in order to download the Proposal. By providing the Proposal to the University electronically, the Proposer grants the University the unlimited right to generate additional electronic and/or paper copies for distribution for the purposes of review, evaluation and archive.

The University may deem a submission non-responsive if received after the due date and time. The date and time of the submission is time stamped by the Team Dynamix link portal and shall be the official date and time of submission to Procurement.

Proposers are to:

Submit one document titled: "FIRM NAME _ TECHNICAL PROPOSAL"

3.2 INITIAL TECHNICAL CRITERIA.

Clear, concise, yet detailed responses to the technical criteria below are to be provided in the Technical Proposal. In addition, the Bid/Proposal Affidavit and Acknowledgement of Receipt of Addenda (if applicable) must be included. Standard sales material may be provided but must be attached as an appendix rather than included within the body of the Proposal.

Proposers must organize their proposal in the same order as the requirements listed in the RFP. Each requirement must be addressed in the proposal, and that response should be enumerated with the same section numbers listed in the RFP Requirement.

The following information must be furnished in the Technical Proposal per this solicitation. Failure to include any of the items listed below may disqualify your firm's response. Proposers are requested to compile their Proposals in the same order. It is the Proposer's responsibility to tailor its response to demonstrate its qualifications to perform the scope of work specifically for the University of Baltimore.

3.3 TECHNICAL RESPONSE REQUIREMENTS.

Proposals that concisely present the information requested in the order and manner requested will be considered more favorably than a Proposal from a Proposer of commensurate qualifications that displays a lack of organization, conciseness, or attention to detail. The

Proposal should be divided and organized in clearly defined sections, referencing the sections/response requirements provided below:

3.3.1 Section 1: Transmittal Letter

A transmittal letter on the Firm's business stationery referencing the proposal title and number. The transmittal letter shall be signed by an individual who is authorized to bind the firm to all statements, including services and financial statements, contained in the Proposal, must accompany the Technical Proposal. The letter should be an executive summary that clearly and concisely summarizes the content of the Technical Proposal. Include the Proposer's official business address and state in which it is incorporated or organized (if Proposer is not an individual). An appropriate contact name, title, phone number, and email address should also be provided for use by the University during the procurement process. Do not include price information in the transmittal letter.

Signing of Forms: A Proposal, if submitted by an individual, shall be signed by the individual. If submitted by a partnership, a Proposal shall be signed by such member(s) of the partnership with authority to bind the partnership. If submitted by a corporation, a Proposal shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary; if not signed by an officer, there must be attached a copy of a board resolution or that portion of the by-laws, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

3.3.2 Section 2: Table of Contents

Include a Table of Contents displaying the organization of the proposal being submitted.

3.3.3 Section 3: Company/Firm Profile – See form in Appendix A

Organizational Chart: An organizational chart of the respondents' team is to be submitted, including:

- a) the names and roles of all participating firms (if relevant);
- b) names and roles of all key personnel within each firm (including a clear hierarchy of managements roles/ responsibilities); and
- c) how the firms relate to one another.

Company Profile (Form provided, see Appendix A): The respondent shall submit a general company profile of each firm on its team. Information provided should include, but not be limited to, number of years in business, principals of the firm, and number of employees (and their roles), etc.

3.3.4. Section 4: Project Approach/Preliminary Schedule

Provide a project approach to address the following:

- Confirm their understanding and intent to comply with all aspects of the Technical Requirements (Section II of this RFP),

- Description of the proposed services, product, options, etc.
- Description of the Contractor's approach and methodologies, and implementation process,
- Schedule and staffing of the contract, and ongoing support and,
- Other applicable professional services

3.3.4 **Section 5: REFERENCES – see the form in Appendix A**

Contractors must provide not less than three references. Cited references must be able to confirm, without reservation, the contractor's ability to perform as mandated in this solicitation. The contractor must use those references to support its proposal's viability. Reference information must include, at a minimum,

- Name and address of the reference firm,
- name of the contact person the University may contact,
- telephone number for contract person,
- e-mail address for contact person

References should be from firms that are at least the size of the University of Baltimore. References for other institutions of higher education are desirable.

The University reserves the right to take any or all of the following actions: to reject a proposal based on an unsatisfactory reference, to contact any person or persons associated with the referenced site, to request additional references or contact any known organization using the services supplied by the contractor or the contractor's subcontractors, to contact independent consulting firms for additional information about the contractor or the contractor's subcontractors, and to have members of the Evaluation Committee visit any or all of the reference sites for demonstrations.

3.3.5 **Section 6: Key Personnel and Project Team – see the form in Appendix A**

Resumes are to be provided of only the key personnel for (a) the FMP, showing the individual names and roles for each of these components. The proposing firm is to ONLY provide resumes for employees, who will be intimately involved with the project such as the Principal in Charge, Project Architect and Project Manager. Specifically, the respondent is to submit resumes of those individuals with whom the University would be directly working should the respondent be selected; that is, the people the University will see on a regular basis and who will attend planning and progress meetings, conduct listening sessions, present analysis and options, etc.

Each resume should include the person's educational background, employment history, area of expertise, similar/relevant project experience, and a description of the person's role on this project.

Key Personnel References: Provide two (2) project references on each of the proposed key people inclusive of contact person, phone number including extension if applicable, and email address (in the space provided on the Key Personnel Form). Such references are to be project references on the Key Personnel Form not employment references; that is, the University is interested in speaking to a Project Owner regarding the person's performance regarding the

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

Personnel Commitment: By submitting the names of these key personnel for consideration, the Proposer is committing these people to the University for the Project's duration if awarded the contract. No personnel changes will be permitted without written authorization from the University prior to such changes or assignments occurring via a contract modification issued by the Procurement Officer.

In the event that circumstances necessitate to add or substitute staff for any of the key personnel positions designated, the individual(s) proposed must demonstrate similar qualifications, experience, and documentation as required in this RFP to successfully perform such duties, and sufficient information to demonstrate that the proposed individual(s) meets or exceeds the qualifications of the Key Personnel to be replaced. The Procurement Officer shall have the sole right to determine whether key personnel proposed as substitutes qualify.

3.3.6 Section 7: Other Requirements and Forms

A. Acknowledgement of Receipt of Addenda Form (see Appendix A).

If any addenda to the RFP documents are issued prior to the due date and time for Proposals, this form must be completed, signed, and included in the Proposer's Technical Proposal.

B. Bid Proposal Affidavit (see Appendix A).

Complete and sign the Proposal Affidavit and enclose with the Technical Proposal.

C. Conflict of Interest Affidavit and Disclosure (see Appendix A).

Complete and sign the Proposal Affidavit

D. Insurance.

Provide a copy of a Certificate of Insurance verifying your firm's Coverage for Professional Liability, Commercial General Liability, Workmen's Compensation, Automobile Liability Insurance, and Professional Liability.

E. Acknowledgement of Review of Contract Statement - see the form in Appendix A

The University Contract for this Procurement will contain the provisions in Appendix C as well as any additional terms required by the University. By submitting a Proposal, the Proposer warrants that they have reviewed Appendix C and will execute a contract: a) in substantially the same form; and b) with these terms and conditions. The University will issue a purchase order in its financial system for accounting purposes only.

F. Contract Acceptance - see the form in Appendix A

Proposers are to include a statement that the University's Contract terms and condition were reviewed and accepted. Any exceptions to the Contract or terms and conditions are to be addressed and provided in this section of the Proposer's proposal/submission.

SECTION III.

Article 2: Price Proposal Response Requirements

ONLY SHORTLISTED FIRMS

3.2.0 Price Proposal

3.2.1 SUBMISSION.

Proposals are to be provided to the Issuing Office in accordance with the Solicitation Schedule. Submit Proposals using the following Team Dynamix link [Proposal Submission](#).

Proposal documents are to be submitted as an attachment in MS Excel or Adobe .pdf format (no zipped files). Hyperlinks to software products sent to the Issuing Office that indicate that the Proposal is posted by the Proposer on an electronic site may be rejected or considered non-responsive if contract terms and conditions (i.e., a Click-Through Agreement) are required to be accepted by the University in order to download the Proposal. By providing the Proposal to the University electronically, the Proposer grants the University the unlimited right to generate additional electronic and/or paper copies for distribution for the purposes of review, evaluation and archive.

The University may deem a submission non-responsive if received after the due date and time. The date and time of the submission is time stamped by the Team Dynamix link portal and shall be the official date and time of submission to Procurement.

Proposers are to:

Submit one Excel or .pdf document titled: “FIRM NAME PRICE PROPOSAL”

3.2.2 Price Proposals. See Appendix B for the Pricing Proposal Forms

Proposers must complete and submit the Price Proposal Forms included in Appendix B.

Each price form shall include: Summary of Quoted Rates including a firm fixed price for all services as requested.

The Price Proposal Forms must be signed by an individual authorized to bind the contractor and must include the contractor's name, typed or written legibly.

SECTION III

EVALUATION PROCESS

Article 3: Initial Technical Evaluation and Selection Process

3.3.1 Evaluation Committee

All Proposals received by the closing deadline will be evaluated. The Procurement Officer shall establish an Evaluation Committee to review and rate the proposals. The Committee may request additional technical assistance from any source within the State.

3.3.2 Classification of Proposals

The Procurement Official shall review each proposal for compliance with all necessary specifications and requirements of this RFP. Failure to comply with any specification or requirement will normally disqualify a firm's proposal. The term, "qualified firm" includes only those responsible firms that submitted proposals initially classified by the Procurement Officer as reasonably susceptible of being selected for award. The term does not include those firms that submitted proposals not reasonably susceptible of being selected for award or that are not deemed responsible.

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 in a proposal, which are immaterial or inconsequential in nature whenever it is determined to be in the University's best interest.

3.3.3 Evaluation and Recommendation

The evaluation shall be based on the evaluation factors set forth in the RFP. Technical proposals and Financial Proposals shall be evaluated independently of each other. Firms are advised that for purposes of evaluation, technical merit is of greater importance than financial merit. Based on its evaluation of the technical and financial proposals, the Evaluation Committee will make a recommendation to the procurement officer for the award of the contract to the responsible offeror whose proposal is determined to be the most advantageous to the University, considering both technical and financial factors as set forth in the RFP.

3.3.4 Technical Evaluation Criteria

The evaluation of proposals will be based on the criteria listed below. The criteria are listed in descending order of importance (most important listed first). See Section III of the RFP for submission requirements for this RFP.

1. Key Personnel Qualifications and Experience of On-Site Technicians (See Section 3.3.5. and APPENDIX A)
2. Compliance with requirements and specifications including the Offeror's comprehensive preventive maintenance plan (See Section 2.7. through Section 2.26.).

3. Company Experience and References (APPENDIX A) , Company Profile Form (APPENDIX A) and
4. Offeror's Financial Viability - **At the request of the Procurement Official** the Offeror must provide documentation sufficient to verify that the Offer's firm has the financial and business wherewithal to faithfully and completely execute the work required in this RFP.

Proposals cannot be modified, supplemented, or changed in any way after the due date and time for proposals, unless specifically requested by the University.

3.3.5 Establishing the Competitive Range - Shortlisting.

In accordance with the Evaluation Criteria, a shortlist may be developed based on the initial written technical proposals. All Proposers will be notified of the results as they pertain to their respective Technical Proposal.

3.3.6 Interviews/Oral Presentations/Discussion Sessions.

3.3.6.1 Purpose of Oral Presentations.

Based on the Evaluation Committee's Initial Technical Evaluation, the University may invite, without cost to itself, the shortlisted Proposers to an oral presentation/discussion session ("Discussion Session"). The purposes of the sessions are as follows:

- (i) To provide the Proposer the opportunity to demonstrate its product/services;
- (ii) To discuss/clarify any and all aspects of the Technical Proposal, in particular the proposed Services/product, options, approach/methodologies, implementation process, schedule, staffing of the contract, and ongoing support and other applicable professional services;
- (iii) To allow the University to meet the Proposer's key personnel, technicians and for those personnel to directly convey their experience and expertise in the proposed services/product and its implementation; and
- (iv) To provide an opportunity to clarify the scope of services for the intended contract and discuss any items addressed in the Technical Proposal that may require additional clarification.
- (v) If applicable, review the Price Proposal structure.

3.3.6.2 Format.

The Oral Presentations will be informal, as the University is not interested in a sales presentation by executives and business development staff; rather, the University is requesting evidence of the Proposers ability to meet the University's requirements and an interactive discussion with each of the shortlisted Proposers. It is important that those key personnel who are proposed to be assigned to the University fully participate in the presentation and discussion. Ample time will be available for the University and the Proposer to ask questions and discuss issues and concerns related to the product, the scope of the services, and the Proposer's capabilities and qualifications. We anticipate that the Discussion Session will be approximately 60-90 minutes in length, to be determined at a later date.

3.3.6.3 Date.

The times and dates for the Oral Presentations, if any, will be set upon completion of the Initial Technical Evaluation. UBalt reserves the right to hold additional discussion or scope review interviews, if deemed necessary to evaluate a firm's qualifications and proposal.

3.3.7 Second Phase Technical Evaluation.

3.7.1 Criteria.

Following the Oral Discussion Session held with shortlisted Proposers (if such sessions were held), a Second Phase Technical Evaluation will be conducted. The Evaluation Committee will re-evaluate all criteria of the Technical Proposals of shortlisted Proposers, incorporating assessments of the Oral Discussion Session and outcomes of reference checks, if performed. The University reserves the right to make a determination that a Proposer is not shortlisted prior to completing reference checks.

3.3.7.2 Process.

Further shortlists may result as the procurement progresses. At each phase of the process, those firms that do not remain shortlisted will not progress in the procurement. All Proposers will be notified of the results of the Evaluation as they pertain to their respective Proposals.

At the sole discretion of UBalt, Proposers who have submitted Technical Proposals evaluated by UBalt to be viable and of further interest (i.e. "shortlisted") may be requested to provide UBalt additional technical information to further clarify the Contractor's technical qualifications. If additional information is requested of one or more Proposers, the Procurement Officer will so advise.

Once a final shortlist of proposals is established, the University will rank the technical proposals from highest to lowest.

The University may perform separate evaluation ratings and combine the evaluations as each phase is completed, or combine all ratings for each phase to determine the final ranking.

The University may incorporate references prior or after to establishing the final shortlist of proposals. However, the University reserves the right to modify scoring if pertinent information

regarding a Proposer's capability is obtained prior to an award. Once a final shortlist of proposals is established, the Committee will rank the remaining Proposals from highest to lowest.

Those Contractors that are not shortlisted will not progress in the procurement. Multiple shortlists may result as the procurement progresses.

SECTION III

ARTICLE 4: Price Proposals and Final Evaluation Process

4.4.1 Price Evaluation

Price Proposals will not be opened publicly. Price Proposals will be evaluated based on the price for maintenance and repair services for the full five years (year one plus four optional renewal terms) as listed on the Form for Price Proposals (see Appendix B).

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

The University will establish a financial ranking of the proposals from lowest to highest total offers.

Discussions

The University reserves the right to recommend an Offeror for contract award based upon the Offeror's technical proposal and price proposal without further discussion. However, should the Committee find that further discussion would benefit to the University, the Committee shall recommend such discussions to the Procurement Officer. Should the Procurement Officer determine that further discussion would be in the best interest of the University and the State, the Procurement Officer shall establish procedures and schedules for conducting discussions and will notify responsible Offerors.

4.4.2 Best and Final Offers.

When in the best interest of the University, the Committee may recommend and the Procurement Officer may permit qualified Offerors to revise their proposals by submitting "Best and Final" offers.

4.4.3 Final Ranking and Selection.

Following evaluation of the technical proposals and the price proposals, the Evaluation and Selection Committee will make an initial overall ranking of the proposals and recommend to the Procurement Officer the award of the contract to the responsible Offeror whose proposal is determined to be the most advantageous to the University and the State of Maryland based on the results of the final technical and financial evaluation in accordance with the University System of Maryland Procurement Policies and Procedures. Technical merit will have a greater weight than financial in the final ranking.

Award may be made to the proposal with a higher technical ranking even if its cost proposal is not the lowest. The University may make multiple awards or partial awards if it is deemed to be in the best interest of the University. The decision of the award of the contract will be made at the discretion of the Procurement Officer and will depend on the facts and circumstances of the procurement. The Procurement Officer retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the Contractor that provides the best overall value to the University.

The University may select one or more Contractors to further engage in negotiations, including terms of a contract and other issues to be incorporated into the contract. The University reserves the right to make an award with or without negotiations.

4.4.4 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. Additionally, if the Contractor fails to actively pursue the finalization and execution of the Contract, the University may rescind the Contract, at any time prior to the full execution of the Contract.

END OF SECTION III

APPENDIX A
Technical Proposal Forms
SEE SEPARATE DOCUMENTS

The following forms must be included within the Technical Proposal. These forms are provided as a separate WORD document. However, please refer to Section III for further required contents of the technical proposal. Completion of these forms is not the entire technical proposal.

- Key Personnel Form**
- Firm Experience Form**
- Anticipated Subcontractor Form**
- Company Profile/Annual Sales Volume Form**
- MBE –Attachment H-1A, Certified MBE Utilization and Fair Solicitation Affidavit #1-2 (forms located in Attachment H) (Note: This is non-curable; if this form is not included in the Technical Proposal, the proposal will be classified as not susceptible of the award.)**
- Proposal Affidavit**
- Acknowledgment of Receipt of Addenda Form (if applicable)**
- Acknowledgement of Review of Contract**
- Conflict of Interest**

It is the Proposer's responsibility to thoroughly review the RFP documents, particularly Section III, to ensure all required contents are submitted.

**APPENDIX B
PRICE PROPOSAL FORMS**

The Price Proposal form will be issued via Addendum to the final shortlisted Proposers.

MBE Participation Schedule– Attachment H-1 Part 3 and Part 4

PRICE PROPOSAL FORM

PROPOSAL NO.: RFP UB-25-BB-17

PRICE PROPOSAL DUE DATE: _____, 2025, AT _____ A.M.

PROPOSAL FOR: University of Baltimore - Maintenance and Repair of HVAC Systems

PROPOSER: _____

Federal Identification Number: _____

Wesley Gordon
Associate Director
University of Baltimore
Office of Procurement
1420 N Charles Street
Baltimore, MD 21201

DATE _____

The undersigned, hereby submits a Price Proposal to provide all labor, material, equipment, and supervision for the scope of work for UBalt Maintenance and Repairs of HVAC Systems as set forth in RFP UB-25-BB-17, dated September 30, 2025 and any following subsequent addenda (if any):

Addendum No.:	Dated:
Addendum No.:	Dated:
Addendum No.:	Dated:
Addendum No.:	Dated:

We confirm that this Price Proposal is based on the Requirements per the RFP and any subsequent addenda as noted above.

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to complete the work for the work as described in this RFP and subsequent Addenda as noted above. By signing and submitting this response, undersigned hereby agrees to all the terms and conditions of this RFP including any issued addenda. Proposers are cautioned to verify their final proposals prior to submission, as UBalt shall not be responsible for Proposer's errors or omissions. Any price proposal that has been accepted by UBalt may not be withdrawn by the contractor.

NOTE: There will not be a public bid opening for this Solicitation Price Proposal.

We also understand that this Price Proposal may be considered not susceptible of the award if it is not received with the required MBE documentation. An overall MBE subcontract participation of twenty (20%) of the total contract term amount has been established for this procurement. There are no MBE subcontractor participation subgoals for this procurement.

A. Attached to this Price Proposal Form is our firm's maximum fee for all services

UBalt is seeking a firm fixed price contract for the Scope of Work described herein for a Facilities Master Plan. Disclose all charges to be assessed to the University for the required services.

All proposals must identify the following:

- i. Fixed Price (see below);
- ii. Hourly rates for each person who may provide services for the project (including whether hourly rates apply to travel time;
- iii. Costs for any materials or products, and expenses that consultant will request to be reimbursed (not included in the fixed price);
- iv. Hourly rate charges for additional services for position not included within the scope of routine services outlined in this RFP (such additional services would be undertaken only at the written request of the UBalt); and,
- v. Acknowledgement of stated deliverable date for FMP

BASIS OF AWARD: A single award will be made on F. Total Evaluated Costs on available funding to the responsible and responsive proposer whose offer is determined to be the best value to the University under the criteria set forth in the Solicitation.

Bidders shall bid on all items. Failure to do so will be cause for rejection of the bid as being non-responsive and non-conforming to the RFP.

The undersigned hereby agrees to provide services to satisfy the Scope of Work, which has been carefully examined, for the fee/price proposed:

A. Year 1 Initial Term: 1/1/2026 through 12/31/2026 – Maintenance Costs

Item	UBalt Location	Quantity	Units	Unit Price Per Month	Total Annual Cost Per Location
1.	Academic Center	12	Months	\$	\$
2.	Angelos Law Center	12	Months	\$	\$
3.	Bogomolny Library	12	Months	\$	\$
4.	Business Center	12	Months	\$	\$
5.	Charles Royal	12	Months	\$	\$
6.	Learning Commons	12	Months	\$	\$
7.	Liberal Arts & Policy Bldg.	12	Months	\$	\$
8.	Maryland Ave. Garage	12	Months	\$	\$
9.	Student Center	12	Months	\$	\$
10.	UBalt Archives – 5 W. Chase Street	12	Months	\$	\$
11.	40 W. Chase Street	12	Months	\$	\$
TOTAL YEAR 1 Initial Term - MAINTENANCE COSTS					\$

Year 1 Initial Term – Labor Costs

Item	Labor Position	Estimated Quantity	Unit	Regular Hourly Rate	Annual Cost (Est. Qty x Regular Hourly Rate)
1.	HVAC Technician (7:00 am – 3:30 pm M-F)	2080	Hours	\$	\$
2.	General Mechanic (7:00 am – 3:30 pm M-F)	2080	Hours	\$	\$
3.	General Mechanic (7:00 am – 3:30 pm M-F)	2080	Hours	\$	\$
TOTAL YEAR 1 Initial Term - LABOR COSTS:					\$

NOTE: The following Overtime hourly rates will not be considered part of Basis of Award

Item	Labor Position	Estimated Quantity	Unit	Overtime Hourly Rate
1.	HVAC Technician	1	Hour	\$
2.	General Mechanic	1	Hour	\$

B. Option Year 1: 1/1/2027 through 12/31/2027 – Maintenance Costs

Item	UBalt Location	Quantity	Units	Unit Price Per Month	Total Annual Cost Per Location
1.	Academic Center	12	Months	\$	\$
2.	Angelos Law Center	12	Months	\$	\$
3.	Bogomolny Library	12	Months	\$	\$
4.	Business Center	12	Months	\$	\$
5.	Charles Royal	12	Months	\$	\$
6.	Learning Commons	12	Months	\$	\$
7.	Liberal Arts & Policy Bldg.	12	Months	\$	\$
8.	Maryland Ave. Garage	12	Months	\$	\$
9.	Student Center	12	Months	\$	\$
10.	UBalt Archives - 5 W. Chase Street	12	Months	\$	\$
11.	40 W. Chase Street	12	Months	\$	\$
TOTAL OPTION YEAR 1 MAINTENANCE COSTS					\$

Option Year 1 – Labor Costs

Item	Labor Position	Estimated Quantity	Unit	Regular Hourly Rate	Annual Cost (Est. Qty x Regular Hourly Rate)
1.	HVAC Technician (7:00 am – 3:30 pm M-F)	2080	Hours	\$	\$
2.	General Mechanic (7:00 am – 3:30 pm M-F)	2080	Hours	\$	\$
3.	General Mechanic (7:00 am – 3:30 pm M-F)	2080	Hours	\$	\$
TOTAL OPTION YEAR 1 LABOR COSTS:					\$

NOTE: The following Overtime hourly rates will not be considered part of Basis of Award

Item	Labor Position	Estimated Quantity	Unit	Overtime Hourly Rate
1.	HVAC Technician	1	Hour	\$
2.	General Mechanic	1	Hour	\$

C. Option Year 2: 1/1/2028 through 12/31/2028 – Maintenance Costs

Item	UBalt Location	Quantity	Units	Unit Price Per Month	Total Annual Cost Per Location
1.	Academic Center	12	Months	\$	\$
2.	Angelos Law Center	12	Months	\$	\$
3.	Bogomolny Library	12	Months	\$	\$
4.	Business Center	12	Months	\$	\$
5.	Charles Royal	12	Months	\$	\$
6.	Learning Commons	12	Months	\$	\$
7.	Liberal Arts & Policy Bldg.	12	Months	\$	\$
8.	Maryland Ave. Garage	12	Months	\$	\$
9.	Student Center	12	Months	\$	\$
10.	UBalt Archives - 5 W. Chase Street	12	Months	\$	\$
11.	40 W. Chase Street	12	Months	\$	\$
TOTAL OPTION YEAR 2 MAINTENANCE COSTS					\$

Option Year 2 – Labor Costs

Item	Labor Position	Estimated Quantity	Unit	Regular Hourly Rate	Annual Cost (Est. Qty x Regular Hourly Rate)
1.	HVAC Technician (7:00 am – 3:30 pm M-F)	2080	Hours	\$	\$
2.	General Mechanic (7:00 am – 3:30 pm M-F)	2080	Hours	\$	\$
3.	General Mechanic (7:00 am – 3:30 pm M-F)	2080	Hours	\$	\$
TOTAL OPTION YEAR 2 LABOR COSTS:					\$

NOTE: The following Overtime hourly rates will not be considered part of Basis of Award

Item	Labor Position	Estimated Quantity	Unit	Overtime Hourly Rate
1.	HVAC Technician	1	Hour	\$
2.	General Mechanic	1	Hour	\$

D. Option Year 3: 1/1/2029 through 12/31/2029 – Maintenance Costs

Item	UBalt Location	Quantity	Units	Unit Price Per Month	Total Annual Cost Per Location
1.	Academic Center	12	Months	\$	\$
2.	Angelos Law Center	12	Months	\$	\$
3.	Bogomolny Library	12	Months	\$	\$
4.	Business Center	12	Months	\$	\$
5.	Charles Royal	12	Months	\$	\$
6.	Learning Commons	12	Months	\$	\$
7.	Liberal Arts & Policy Bldg.	12	Months	\$	\$
8.	Maryland Ave. Garage	12	Months	\$	\$
9.	Student Center	12	Months	\$	\$
10.	UBalt Archives – 5 W. Chase Street	12	Months	\$	\$
11.	40 W. Chase Street	12	Months	\$	\$
TOTAL OPTION YEAR 3 MAINTENANCE COSTS					\$

Option Year 3 – Labor Costs

Item	Labor Position	Estimated Quantity	Unit	Regular Hourly Rate	Annual Cost (Est. Qty x Regular Hourly Rate)
1.	HVAC Technician (7:00 am – 3:30 pm M-F)	2080	Hours	\$	\$
2.	General Mechanic (7:00 am – 3:30 pm M-F)	2080	Hours	\$	\$
3.	General Mechanic (7:00 am – 3:30 pm M-F)	2080	Hours	\$	\$
TOTAL OPTION YEAR 3 LABOR COSTS:					\$

NOTE: The following Overtime hourly rates will not be considered part of Basis of Award

Item	Labor Position	Estimated Quantity	Unit	Overtime Hourly Rate
1.	HVAC Technician	1	Hour	\$
2.	General Mechanic	1	Hour	\$

E. Option Year 4: 1/1/2030 through 12/31/2030 – Maintenance Costs

Item	UBalt Location	Quantity	Units	Unit Price Per Month	Total Annual Cost Per Location
1.	Academic Center	12	Months	\$	\$
2.	Angelos Law Center	12	Months	\$	\$
3.	Bogomolny Library	12	Months	\$	\$
4.	Business Center	12	Months	\$	\$
5.	Charles Royal	12	Months	\$	\$
6.	Learning Commons	12	Months	\$	\$
7.	Liberal Arts & Policy Bldg.	12	Months	\$	\$
8.	Maryland Ave. Garage	12	Months	\$	\$
9.	Student Center	12	Months	\$	\$
10.	UBalt Archives – 5 W. Chase Street	12	Months	\$	\$
11.	40 W. Chase Street	12	Months	\$	\$
TOTAL OPTION YEAR 4 MAINTENANCE COSTS					\$

Option Year 4 – Labor Costs

Item	Labor Position	Estimated Quantity	Unit	Regular Hourly Rate	Annual Cost (Est. Qty x Regular Hourly Rate)
1.	HVAC Technician (7:00 am – 3:30 pm M-F)	2080	Hours	\$	\$
2.	General Mechanic (7:00 am – 3:30 pm M-F)	2080	Hours	\$	\$
3.	General Mechanic (7:00 am – 3:30 pm M-F)	2080	Hours	\$	\$
TOTAL OPTION YEAR 4 LABOR COSTS:					\$

NOTE: The following Overtime hourly rates will not be considered part of Basis of Award

Item	Labor Position	Estimated Quantity	Unit	Overtime Hourly Rate
1.	HVAC Technician	1	Hour	\$
2.	General Mechanic	1	Hour	\$

F. Total Evaluated Costs:

Term	Maintenance Total InCost	Labor Total Cost	TOTAL COSTS (Maint. Total Cost + Labor Total Cost)
A. Initial Term: 1/1/2026 – 12/31/2026	\$	\$	\$
Initial Term: MBE Dollars: \$		MBE Percentage:	
B. Option Year 1: 1/1/2027 – 12/31/2027	\$	\$	\$
Option Year 1: MBE Dollars: \$		MBE Percentage:	
C. Option Year 2: 1/1/2028 – 12/31/2028	\$	\$	\$
Option Year 2: MBE Dollars: \$		MBE Percentage:	
D. Option Year 3: 1/1/2029 – 12/31/2029	\$	\$	\$
Option Year 3: MBE Dollars: \$		MBE Percentage:	
E. Option Year 4: 1/1/2030 – 12/31/2030	\$	\$	\$
Option Year 4: MBE Dollars: \$		MBE Percentage:	
TOTAL EVALUATED COSTS (BASIS OF AWARD: A+B+C+D+E)			\$

(Figures)

/ **Dollars**

(Words)

The Proposer shall state all contract pricing in dollars and cents, in both words and figures where indicated. If there is any question or difference between the written words and figures, the written words shall govern.

We understand that by submitting a proposal we are agreeing to all of the terms and conditions included in the RFP documents, and that the Bid/Proposal Affidavit submitted as part of the technical proposal remains in effect.

We understand that the price will remain in effect for a minimum of 120 days from the due date of the Price Proposal.

We understand that the evaluation and subsequent final ranking of proposals will be in accordance the RFP documents. We understand that technical weighs greater than financial.

We understand that the University reserves the right to award a contract (or contracts) for all items, or any parts thereof, as set forth in detail under the information furnished in the RFP document. We further confirm that the Key Personal named within our Technical Proposal will be assigned to the UBalt Contract for the duration of this project. We understand that no changes in these assignments will be allowed without written authorization from the University via contract amendment prior to such changes being made.

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

A. INDIVIDUAL PRINCIPAL

In Presence of Witness:

FIRM NAME

ADDRESS

TELEPHONE NO.

SIGNED

PRINTED
NAME

TITLE:

B. CO-PARTNERSHIP PRINCIPAL

(Name of Co - Partnership)

ADDRESS

TELEPHONE NO.

In Presence of Witness:

as to

BY

(Partner)

Printed Name:

as to

BY

(Partner)

Printed Name:

_____ as to BY _____
(Partner)

Printed Name: _____

C. CORPORATE PRINCIPAL continued on next page

C. CORPORATE PRINCIPAL

(Name of Corporation)

ADDRESS _____

TELEPHONE NO. _____

Attest:

[Printed Name of Corporate (or Assistant Corporate) Secretary]

[Corporate (or Assistant Corporate) Secretary Signature for Identification]

BY:

Signature of Officer and Title

Printed Name

Title

APPENDIX C
CONTRACT FORMS

1. University Contract
2. Contract Affidavit

(Provided as a separate document)

APPENDIX J

**UBalt Inventory List – Part 1 (Provided as a Word document) and
Part 2 (Provided as a separate Excel document)**

APPENDIX K

UBalt Building List with Square Footage

Provided as a separate document

**APPENDIX M – MBE PROGRAM AND FORMS
PROVIDED AS SEPARATE DOCUMENT**

APPENDIX S

SOLICITATION TERMS AND CONDITIONS

This solicitation and any subsequent award are further subject to:

1. Contractor's/Offeror's Responsibility.

Offerors are advised to read the requirements very carefully to ensure that each requirement is understood. If in doubt, develop and submit applicable questions in writing to the contact at the Issuing Office. An Offeror's misinterpretation of requirements shall not relieve the Offeror of the responsibility to address accurately the requirements of the RFP or to perform the Contract, if awarded. UBALT will enter into a contractual agreement with the selected Contractor(s) only. The selected Contractor(s) shall be solely responsible for all services as required by this RFP. Subcontractors, if any, will be the responsibility of the Contractor(s) and the role of subcontractors must be clearly identified in the proposal. The use of a subcontractor(s) does not relieve the Contractor(s) of liability under a Contract.

2. Rejection or Acceptance of Proposals.

The University reserves the right to: (i) accept or reject any and all proposals, in whole or in part; (ii) to waive minor irregularities; and (iii) to negotiate in any manner necessary to best serve the interests of the University. Further, the University reserves the right to make a whole award, multiple awards, a partial award, or no award at all. Offerors judged by the Procurement Officer not to be responsible or Offerors whose Proposals are classified as not reasonably susceptible to being selected for award shall be so notified. The University reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services.

3. Cancellation of the RFP.

The University may cancel this solicitation, in whole or in part, as provided by the USM Procurement Procedures or reject all proposals submitted in response when this action is determined to be in the University's best interest.

4. Incurred Expenses.

UBALT shall not be responsible for any expenses that Offerors may incur in preparing and submitting Proposals or in making oral presentations of their Proposals, if required.

5. Payment.

The University issues payments on a net 30 day basis for UBALT approved invoices. Payment provisions shall be in arrears, with late payment and interest calculated as provided by Maryland law. For purposes of determining whether a prompt-payment discount, if applicable, may be taken by UBALT, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.

6. Site Investigation

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

7. Confidentiality.

7.1. UBALT's Information during the Procurement Process:

The selected Contractor may have access to, may obtain, or be given confidential information, including without limitation information concerning the University's business strategies, political and legislative affairs, students, faculty, employees, vendors, contractors, customer lists, finances, properties, methods of operation, computer and telecommunication systems, and software and documentation. Certain confidential information may be protected under the Family Educational Rights and Privacy Act ("FERPA"), the Gramm-Leach-Bliley Act, and the Maryland Public Information Act. The selected Contractor must have administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of the UBALT's confidential information. UBALT may conduct discussions with Offerors in order to evaluate their abilities and responsiveness to the RFP. In order to facilitate the discussions and to allow Offerors to propose responsive solutions to UBALT's needs and requirements, UBALT is willing to disclose certain confidential information to Offerors, including without limitation information concerning UBALT's business strategies, political and legislative affairs, students, employees, vendors, contractors, customer lists, finances, properties, methods of operation, computer and telecommunications systems, and software and documentation ("Confidential Information"). By submitting a proposal in response to this RFP, Offerors agree: (i) to use Confidential Information solely for purposes of responding to and discussing the RFP; and (ii) not to disclose, permit or cause use of, or provide access to Confidential Information to any third person or entity. Upon request by UBALT, Offerors may be required to sign a Non-Disclosure Agreement.

7.2. Offeror's Information:

Offerors should give specific attention to the identification of those portions of the Proposal that the Offeror deems to be confidential, proprietary information, or trade secrets and provide any justification 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. Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether the information may or may not be disclosed to the requesting party. That decision will take into consideration the Offeror's position regarding its Proposal. A blanket statement by a Offeror that its entire Proposal is confidential or proprietary will not be upheld.

8. Multiple/Alternative Proposals

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

9. Alternate Solution Proposals.

Contractors may not submit an alternate to the solution given in this RFP.

10. Contractor Responsibilities and Use of Subcontractors

The University shall enter into contractual agreement with the selected Contractor(s) only. The Contractor(s) shall be responsible for all products and/or services required by this RFP. UBALT will consider Proposals that reflect primary and secondary service providers or a prime/subcontractor relationship. There should be proof of ability of the primary to manage a subcontractor and successfully coordinate the delivery of quality service and support in a timely manner. Subcontractors, if any, shall be identified and a complete description of their role relative to the proposal shall be included. UBALT's intent is not to direct the use of any particular subcontractor, however, UBALT strongly encourages the Contractor to consider the utilization of local MBEs when possible. In addition, the Contractor may not contract with any such proposed person or entity to whom UBALT has a reasonable objection. Notification of such objection will be made by UBALT within fifteen (15) days of Contract. The Contractor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them. The use of subcontractors does not relieve the Contractor of liability.

11. Access to Contractor Records for Quality Assurance and Auditing Purposes.

The Contractor and its principal subcontractors must provide access to pertinent records by University personnel or its representatives (including internal auditors, external auditors, representatives, and agents) to provide quality assurance and auditing.

12. Arrearages.

By submitting a Proposal, an Offeror shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the University, 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.

13. Taxes.

Contractor shall exempt UBALT from taxes as applicable. Exemption Certificates shall be provided upon request.

14. RFP Response Materials.

All written materials submitted in response to this RFP become the property of UBalt and may be appended to any formal documentation that would further define or expand the contractual relationship between UBALT and the Contractor(s).

15. Maryland Public Ethics Law, Title 15.

The Maryland Public Ethics Law prohibits, among other things, State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from: (i) submitting a bid or proposal; (ii) negotiating a contract; and (iii) entering into a contract with the governmental unit with which the individual is affiliated per the Maryland Code Annotated, State Government Article, § 15-502.

If the Offeror has any questions concerning application of the State Ethics law to the Offeror's participation in this procurement, it is incumbent upon the Offeror to seek advice from the State Ethics Commission: The Office of The Executive Director, State Ethics Commission, 9 State Circle, Suite 200, Annapolis, Maryland 21401. For questions regarding the applicability of this provision of the Public Ethics Law, call the State Ethics Commission's toll-free phone number, 877-669-6085, or see the website, <http://www.ethics.gov.state.md.us>. The Procurement Officer may refer any issue raised by a Proposal to the State Ethics Commission. The Procurement Officer may require the Offeror to obtain advice from the State Ethics Commission and may reject a Proposal that would result in a violation of the Ethics law.

A resulting Contract is cancelable in the event of a violation of the Maryland Public Ethics Law by a Contractor or any State of Maryland employee in connection with this procurement.

16. Reserved – Not needed in this procurement

17. Assistance in Drafting.

Under the State Government Article, § 15-508 of the Annotated Code of Maryland, an individual or person who employs an individual who assists an executive unit in drafting specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or request for proposals may not submit a bid or proposal for that procurement or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement. For questions regarding the applicability of this provision of the Public Ethics Law, call the State Ethics Commission's toll-free phone number, 877-669-6085, or see the website, <http://www.ethics.gov.state.md.us>.

18. Modifications of Technical Proposal.

Proposers may modify their Technical Proposals by e-mail or facsimile communication at any time prior to the due date and time, provided that the Issuing Office is satisfied that a written confirmation of the modification with the signature of the Proposer was mailed prior to the Proposal due date and time. Technical Proposals may not be modified, supplemented, cured, or changed in any way after the due date and time, unless specifically requested by the University.

19. Additional Technical Information

At any given time during the procurement process, the Issuing Office may request additional technical response requirements. Only eligible firms at that given time will be invited to provide the additional information. Additional information will be used to further evaluate the Proposers' technical qualifications.

20. Addenda Acknowledgment.

Offerors must acknowledge in writing the receipt of any and all addenda, amendments, and/or changes issued. Such acknowledgement must be included in the Technical Proposal.

21. Duration of Offers.

Proposals (consisting of a Technical Proposal and, if applicable, a Price Proposal) shall remain irrevocable for 120 days following the closing date of the Price Proposal due date. This period may be extended by mutual agreement between the Offeror and the University.

22. Reserved – Not needed in this procurement

23. Living Wage Requirements.

A solicitation for services under a contract valued at \$100,000 or more may be subject to Maryland's Living Wage requirement, located at Maryland Code Annotated, State Finance and Procurement Article, Title 18, §§ 18-101 through 18-109. Additional information regarding the Living Wage requirement is contained in Appendix B, if applicable to this solicitation. An Offeror that fails to submit and complete the Affidavit of Agreement contained in Appendix B, if applicable, may be deemed not responsible by the Issuing Office. The University reserves the right to waive this requirement at any time during the procurement process.

24. Conflict of Interest.

The Contractor awarded the Contract shall provide the specified services for UBALT, and must do so impartially, and without any conflicts of interest. If the Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of the provisions described in the solicitation, the Procurement Officer may reject a Contractor's Proposals. Contractors should be aware that the State Ethics Law, State Government 15-508, might limit the selected Contractor's ability to participate in future related procurements, depending upon specific circumstances. Refer to Paragraphs 16 and 17 above. By submitting a response to the solicitation, the Contractor affirms its understanding and compliance with this clause.

25. Reserved – Not needed in this procurement

26. Confidential/Proprietary Information

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

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

27. Financial Disclosure by Persons Doing Business with the State

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

28. Debriefing of Unsuccessful Proposers

A debriefing of an unsuccessful proposer shall be conducted upon written request submitted to the procurement officer within 10 days after the proposer knew or should have known its proposal was unsuccessful. Requests received after 10 days from the Proposers' notice may not be scheduled, as the University's sole discretion. The debriefing shall be limited to discussion of the unsuccessful proposer's proposal only and shall not include a discussion of a competing proposer's proposal. Debriefings shall be conducted at the earliest feasible time. A summarization of the procurement officer's rationale for the selection may be given. The debriefing may not include discussion or dissemination of the thoughts, notes, or ranking from an individual Evaluation Committee Member.

29. Use of Affiliates to Avoid Taxation on Income from State Contracts

Contractor agrees that it will not reduce its income subject to tax by claiming a deduction for royalty or similar payments for trademarks, trade names, or intangible property that shift income from the contractor to an affiliated entity that does not file Maryland income tax returns. Contractor agrees that any affiliated entity receiving such payments is doing business in Maryland and is required to file Maryland income tax returns. Contractor agrees that during the course of this contract: (1) it shall not make any such royalty or similar payments to any affiliated company; but (2) if any such royalty or similar payments are made, contractor and the affiliated company shall file separate Maryland income tax returns and pay their respective Maryland income taxes in such a manner that contractor may claim a deduction against Maryland income tax for such payments only if the affiliated company receiving the royalty or similar payment files its Maryland income tax return and pays Maryland tax, under a formula that reasonably apportions the income of the affiliated company among the states, including Maryland, in which the contractor does business. Contractor agrees that it is authorized to bind its affiliated entities to the terms hereof.

30. Payments to Contractors by Electronic Funds Transfer

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

By submitting a response to this solicitation, the Proposer agrees to accept payments by EFT. The selected Proposer shall register using form COT/GAD X-10 Vendor Electronic Funds (EFT)

Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD

X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

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

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

31. Minority Business Enterprise Notice

Minority Business Enterprises are encouraged to respond to this solicitation. For more information on the State's MBE program or questions related to certification, please contact MDOT's Office of Minority Business Enterprise/Equal Opportunity, telephone 410-865-1269 or view the MDOT website <http://www.mdot.state.md.us/mbe/index.html>.

Refer to Appendix M of the Solicitation regarding the MBE subcontracting goals set for the resulting contract as well as information regarding the requirements and forms associated with the State of Maryland's MBE program.

32. Insurance Requirements

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

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

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

- Property damage liability insurance with a limit of not less than \$2,000,000 for each accident
- Automobile bodily injury liability insurance with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident, and property damage liability insurance, with a limit of not less and \$2,000,000 for each accident
- Professional Liability with a limit of not less than \$1,000,000

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

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

The Contractor shall not start work under the awarded contract until the Contractor has obtained at its own expense all of the required insurance and the insurance coverage has been approved by the procurement officer; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required by the subcontract has been obtained and approved by the Contractor and University of Baltimore. Approval of insurance required of the Contractor and subcontractors for the University will be granted only after submission to the University of original certificates of insurance signed by an authorized representative of the insurers or, alternately, at the University's request, certified copies of the required insurance policies.

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

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

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

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

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

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

33. Payment and Performance Bonds

May be applicable at the sole discretion of the University to any resulting project/work done under the resulting contract.

34. Discrimination

The Contractor hereby assures the University that Contractor is in compliance with all relevant Federal and State laws and executive orders prohibiting discrimination on the basis of race, color, religion, sex, national origin, age, or condition handicap.

35. Termination

This request for proposal implies no obligation on the part of UBALT, and any contractual agreements entered into as a result of this quotation may be terminated at any time without cause by or cost to UBALT.

36. Omissions in Proposals

Should there be any omissions and/or unclear specifications or general conditions, it shall be the responsibility of the Offeror to clarify such items with the University before submitting a proposal.

37. Proposal Acknowledgment

The act of submitting a proposal is to be considered acknowledgment by the Offeror that he has visited the site, taken field measurements where applicable and is familiar with the conditions and requirements affecting the work. Failure to do so will not relieve a successful Offeror of his obligation to furnish all materials and labor necessary to carry out the provisions of the contract to complete the work for the consideration set forth in his proposal. The Offeror shall be responsible for reading very carefully and understanding completely the requirements and specifications of the items proposal upon. The proposal due time will be and must be scrupulously observed. Under no circumstances will proposal delivered after the time specified be considered.

38. Proposal Protests

Any "interested party" may "protest" against the award of a contract by notifying the Procurement Officer indicated herein in writing within the time frame and manner called for in COMAR 21.10.02. If the alleged improprieties become known prior to the proposal opening, a protest should be filed prior to the proposal opening.

39. Contract Transferability

The contract may not be transferred. The Contractor may not subcontract, in whole or in part, any portion of this contract unless specific permission has been granted in writing prior to the commencement of any work.

40. Out-of-State Firms

When awarding any contract by competitive proposals, the University as an agency of the State of Maryland must give preference to the lowest "responsive" proposal from a Maryland resident firm over that of a non-resident firm if the State in which the non-resident firm is located gives a resident firm preference.

41. Contract Terms and Conditions - Changes

41.1. The procurement officer unilaterally may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes:

- (a) In the specifications (including drawings and designs);
- (b) In the method or manner of performance of the work;
- (c) In the State-furnished facilities, equipment, materials, services, or site; or
- (d) Directing acceleration in the performance of the work.

41.2. Any other written order or an oral order, including a direction, instruction, interpretation or determination, from the procurement officer that causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the procurement officer written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.

41.3. Except as herein provided, no order, statement, or conduct of the procurement officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

41.4. If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change shall be allowed for any costs incurred more than 20 days before the Contractor gives written notice as therein required;

and provided further, that in the case of defective specifications for which the University is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.

41.5. If the Contractor intends to assert a claim for an equitable adjustment under this clause, he shall, within 30 days after receipt of a written change order under (1), above, or the furnishing of written notice under (2), above, submit to the procurement officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the University. The statement of claim hereunder may be included in the notice under (2), above.

41.6. Each contract modification or change order that affects contract price shall be subject to the prior written approval of the procurement officer and other appropriate authorities and to prior certification of the appropriate fiscal authority of fund availability and the effect of the modification or change order on the project budget or the total construction cost. If, according to the certification of the fiscal authority, the contract modification or change order will cause an increase in cost that will exceed budgeted and available funds, the modification or change order may not be made unless sufficient additional funds are made available or the scope of the project is adjusted to permit its completion within the project budget.

41.7. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

42. Discretion in Determining Deviation and Compliance

The Procurement Officer shall determine which Firms have met the requirements of this RFP. The Procurement Officer shall have the sole authority to determine whether any deviation from the requirements of this RFP is substantial in nature, and the Procurement Officer may reject non-conforming Proposals. In addition, the Procurement Officer may reject in whole or in part any and all Proposals, waive minor irregularities in Proposals, allow a Firm to correct minor irregularities, and negotiate with all responsible Firms in any manner deemed necessary to serve the best interests of the University.

43. Prohibition Against Shift in Maryland Income to Out-Of-State Affiliates

The Firm may not, for any period during the Contract terms, seek to reduce the amount of Firm's income subject to Maryland income tax by payments made to an affiliated entity or an affiliate's agent for the right to use trademarks, trade names, or other intangible property associated with the Firm. The Firm agrees that during the course of this Contract it shall not make any such royalty or similar payments to any affiliated company; and if any such royalty or similar payments are made, the Firm and the affiliated company shall file separate Maryland income tax returns and pay their respective Maryland income taxes, in such a manner that Firm does not claim a deduction against Maryland income tax for such payments, and the affiliated company receiving the royalty or similar payment files Maryland income tax returns and pays Maryland

tax returns and pays Maryland tax, under a formula that reasonably apportions the income of the affiliated company among the states, including Maryland, in which the Firm does business. The Firm agrees that it is authorized to bind its affiliated entities to the terms hereof.

43. Eligibility to Purchase

By submitting an offer to sell, the successful firm(s) agree to extend the offered prices / basis of pricing (ex. percentage discounts) to all campuses and facilities of the University System of Maryland within the State of Maryland.

44. Differing Site Conditions

(1). The Contractor shall promptly, and before such conditions are disturbed, notify the procurement officer in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in

this contract. The procurement officer shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(2). No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (1) above; provided, however, the time prescribed therefore may be extended by the University.

(3) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract."

45. Gramm-Leach-Bliley Act of 1999

The Contractor agrees that in performing its obligations under this contract, the Contractor shall comply with all requirements of a non-affiliated third-party who receives a financial institution's consumer or customer information, under the Gramm-Leach-Bliley Act of 1999, and applicable regulations thereto (the "GLB Act") and other applicable federal and state consumer privacy acts, rules and regulations. Nonpublic personal information shall have the same meaning as that term is defined in the GLB Act.

a. The Contractor Agrees to disclose such nonpublic personal information for the sole purpose of facilitating the Contractor's performance of its duties and obligations under this contract and will not disclose such nonpublic personal information to any other party unless such disclosure is (i) allowed by the GLB Act and consented to by the Customer, or (ii) compelled by law, in which case the Contractor will provide notice of such disclosure to the Customer.

b. The Contractor represents and warrants that it will, for so long as it retains nonpublic personal information, implement and maintain in place the necessary information security policies and procedures for (i) protecting the confidentiality of such nonpublic person information, (ii) protecting against any anticipated threats or hazards to the security or integrity of such nonpublic personal information, and (iii) protecting against the unauthorized access to or use of such nonpublic personal information. These terms apply to all subcontractors employed by the contractor who perform work under the scope of this agreement.

46. Immigration Reform and Control Act of 1986

Requirement Contractor warrants and represents that it is currently in compliance, and that during the term of this contract it will remain in compliance, with the Immigration Reform and Control Act of 1986, and that it will obtain original valid employment verification documentation from all its employees on a timely basis as required by law and regulation. This requirement also applies to all subcontractors hired by Contractor.

47. Anti-Bribery

a. Vendors and Contractors are required to be aware of Maryland Code, State Finance and Procurement Article 12-101 which requires that any person convicted of bribery, attempted bribery, or conspiracy to the bribe based upon acts committed after July 1, 1977, in the obtaining of a contract from the disqualification pursuant to Maryland Code, State Finance and Procurement Article 12-101 from entering into a contract with the State or any county or other subdivision of the State, for the supply of materials, supplies, equipment or services by the person.

b. By executing any subsequent Contract as a result of this solicitation the Contractor affirms under the penalties of perjury that to the best of its knowledge, neither it nor any of its officers, directors, partners or any of its employees directly or indirectly involved in obtaining contracts with the State of Maryland, or any county or subdivision of the State has been convicted of, or have pleaded nolo contendere to a charge of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government.

48. Incorporation By Reference

The terms of this solicitation and any amendments thereto are made a part of the awarded Contract.

49. Conflicting Terms

Any proposal for terms in addition to or different from those set forth in this solicitation (or purchase order) or any attempt by the Offeror to vary any of the terms of this offer by the Offeror's acceptance shall not operate as a rejection of this offer, unless such variance is in the terms of the description, quantity, price or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Offeror without the additional or different terms. If this solicitation (or Purchase order) is an acceptance of a prior offer by the

Offeror, the acceptance is expressly conditioned upon Offeror's assent to any additional or different terms contained herein. The Offeror understand and agrees that the terms and conditions of this solicitation may not be waived.

END OF SOLICITATION TERMS AND CONDITIONS SECTION