

# UMBC

## AN HONORS UNIVERSITY IN MARYLAND

### UNIVERSITY OF MARYLAND BALTIMORE COUNTY

### REQUEST FOR PROPOSAL RFP # BC-20643-P

### FOR

### UNIFORM SERVICES AND WALK-OFF MAT RENTAL SERVICE

**ISSUE DATE: NOVEMBER 18, 2009**

<u>SIGNIFICANT MILESTONES</u>	<u>TIME</u>	<u>DATE</u>
Issued Date	4:00 PM	Wednesday, November 18, 2009
Last Day for Questions:	4:00 PM	Wednesday, December 9, 2009
Technical & Price Proposal Due Date:	2:00 PM	Wednesday, December 16, 2009

**WARNING:** Prospective bidders who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and ailing address in order that amendments to the Request for Proposal or other communications can be sent to them. Any Prospective Proposer who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

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## UNIFORM SERVICES AND WALK-OFF MAT RENTAL SERVICE

### SECTION 1: GENERAL INFORMATION

- 1.1 Objective.** The University of Maryland Baltimore County (UMBC or the University) is soliciting proposals for Facilities Management and Mail Services Uniforms and Walk-Off Mat Rental Service.
- 1.2. Background.** UMBC is a public research university that attracts high-achieving students to its undergraduate and graduate programs in the liberal arts, sciences, and engineering. Founded in 1966, UMBC is classified by the Carnegie Foundation as Research Extensive and boasts an impressive array of scholarly and research awards. The campus' externally funded research portfolio, now in excess of \$87 million, has more than doubled over the past 5 years. With a remarkable collection of cutting-edge research laboratories, research centers and institutes, and excellent teaching and research facilities, UMBC is well positioned to continue its growth as a leading research university.

UMBC's 9,464 undergraduates and 2,577 graduate students come from 45 states and 90 foreign countries. Its faculty is deeply committed to providing a distinctive and rich undergraduate experience including opportunities for faculty guided research. At the doctoral level, last year UMBC awarded 75 Ph.D.s in 17 disciplines. A campus community recognized for its cultural diversity, UMBC is home to the nationally known Meyerhoff Scholarship Program.

The 500-acre campus near Baltimore-Washington International Airport has a budget of approximately \$331 million and has a full-time instructional faculty of about 636 members. UMBC is one of eleven institutions in the University System of Maryland and is accredited by the Middle States Association of Colleges and Secondary Schools.

Additional information about UMBC can be found at the University's web site, at <http://www.umbc.edu>.

- 1.3 Issuing Office/Point of Contact.** The sole point of contact at UMBC for purposes of this Request For Proposal (RFP) is the Procurement Officer:

Ms. Delores R. Pertee  
Contract Administrator  
The University of Maryland, Baltimore County  
Department of Procurement  
Administration Building, Room 301  
1000 Hilltop Circle  
Baltimore, Maryland 21250  
Telephone: 410-455-3915  
Fax: 410-455-1009  
Email: [dpertee@umbc.edu](mailto:dpertee@umbc.edu)

- 1.4 Proposer Contacts.** To insure that RFP documentation and subsequent information (i.e., addenda, clarifications, etc.) is directed to the appropriate person(s) within the Proposer's firm, each Proposer who receives a copy of this solicitation and is interested in participating is required to contact the Issuing Office immediately and provide the following information:

Name of primary contact (to whom information should be directed)  
Mailing address of primary contact  
Telephone number of primary contact

Fax number of primary contact  
E-mail address of primary contact

- 1.5 Interpretation of RFP.** If the Proposer finds any perceived conflict, error, omission or discrepancy on or between the specifications, attachments, or any of the Contract documents, the Proposer may submit a written request to the Issuing Office for an interpretation or clarification before the deadline for questions and inquiries.

Any interpretation of the Contract documents made by any party other than the Procurement Officer, or in any manner other than a written response, is not binding and the Proposer may not rely upon any such interpretation. The Proposer may not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete Contract documents, or incorrectly assumed conditions regarding the nature or character of the work, if no request for interpretation was made by the Proposer prior to the deadline for questions.

- 1.6 Inquiries.** Prospective Proposers may contact the University only at meetings with the Procurement Officer or in written communications with the Procurement Officer. Inquiries may be submitted in writing, faxed or emailed to the Procurement Officer up to **Wednesday, December 9, 2009 at 4:00 p.m.**, the last day for questions.

Any additional information not addressed in this RFP in response to an inquiry received by the Procurement Officer will be answered in writing as an addendum to the RFP. The responses will be posted to the eBid Board at [www.umbc.edu/adminaffairs/procurement/EBidB.shtml](http://www.umbc.edu/adminaffairs/procurement/EBidB.shtml). It is the responsibility of the vendor to check the website frequently until the opening date for addenda, amendments and changes. Reasonable efforts will be made to avoid the identification of Proposers in any addenda. For purposes of this RFP, there shall be no other communication between UMBC and Proposers other than as described in this paragraph.

- 1.7 Addenda Acknowledgment.** Prospective Proposers responding to this RFP must acknowledge the receipt of any, and all, addenda, amendments and/or changes issued. **RECEIPT OF THE ADDENDA, AMENDMENT AND/OR CHANGE ISSUED MUST BE ACKNOWLEDGED IN WRITING BY PROSPECTIVE PROPOSERS AND EACH INCLUDED IN THE TECHNICAL PROPOSAL.**

- 1.8 Closing Date.** Sealed technical and price proposals **must** be received no later than **2:00 pm on Wednesday, December 16, 2009** at the following:

University of Maryland Baltimore County  
Department of Procurement  
1000 Hilltop Circle, Administration Building 301  
Baltimore, MD 21250  
Attention: Delores Pertee

**NOTE:** All UMBC mail goes through the UMBC mailroom, so please leave sufficient time for the mail distribution. A mailed (via US Post Office) proposal is not considered "received" until the document reaches the above room at UMBC. Proposals delivered to the campus central mail facility or to locations other than Room 301 in the UMBC Administration Building will not be considered "received" by UMBC until they arrive at Room 301 in the Administration Building and are clocked in. The University will not waive delay in delivery resulting from the need to transport a proposal from another campus location to Room 301, or error or delay on the part of the carrier.

Proposals received after the established closing date and time cannot be considered. Proposers are advised that a proposal is not considered "received" until it is delivered to the specific location; that is, a proposal must be received in Room 301 by the due date in order to be considered. Proposers must allow sufficient time, therefore, to insure that their proposal is "received" in accordance with this paragraph.

- 1.9 Receipt of Proposals.** Proposals may not be opened publicly; nor, can the identity of persons (individuals or entities) submitting proposals ("Proposers") be disclosed prior to actual contract award. However, a register of proposals, identifying each Proposer, shall be prepared and open to public inspection after the contract award. Proposals shall not be open to public inspection until after the contract award, and then shall be made public only if requested under the provisions of the Access to Public Records Act, State Government Article, Title 10, Subtitle 6 of the Annotated Code of Maryland.
- 1.10 Duration of Proposals.** Proposals submitted in response to this solicitation are irrevocable for 120 days following the closing date. This period may be extended by mutual agreement between the Proposer and the University.
- 1.11 Rejection or Acceptance of Proposals.** UMBC reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP; or to negotiate with any Proposer, in any manner necessary, to serve the best interest of UMBC and the State of Maryland.
- 1.12 Cancellation of the RFP.** UMBC may cancel this RFP, in whole or in part, at any time prior to contract award.
- 1.13 Incurred Expenses.** Neither UMBC nor the State of Maryland is responsible for any expenses that Proposers may incur in preparing and submitting proposals or in making oral presentations of their proposals, if required.
- 1.14 Minority Business Enterprise (MBE).** A *minimum* MBE subcontract participation goal of 25% of the total amount of the contract has been established for this procurement. This goal applies to all firms regardless of whether the prime contractor is or is not a MBE firm. All proposals must include, in the technical proposal, a statement as to the expected level of MBE participation (prime contractor and subcontractor) that will be involved in this contract. Proposers may propose percentages that exceed the minimum stated. Consideration will be given on the basis of a percentage/value of MBE contract participation. The enclosed "**Certified MBE Utilization and Fair Solicitation**" form along with the "**MBE Participation Schedule**" (**Appendix A**) must be completed and returned with the Technical Proposal, certifying the Proposer's intent to provide the required MBE participation. In order to be deemed responsive, Offeror must include in the Technical Proposal submittal the following documents: (1) a completed Certified MBE Utilization and Fair Solicitation Affidavit (**Appendix A**) whereby the Offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process; and (2) a completed MBE Participation Schedule (Appendix A) whereby the Offeror sets forth the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of the submission, and specifies the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule. ***Failure to comply with this requirement will result in the Proposal being deemed non-responsive and rejected from consideration.***

Within ten (10) days of notification of award, the successful Proposer must provide: (1) an Outreach Efforts Compliance Statement ; and (2) an MBE Subcontractor Project Participation Statement (**Appendix A**).

- 1.15 Assistance in Drafting Specifications.** Under Article 40A, § 3-110, Annotated Code of Maryland, a firm who employs an individual who assists a state agency in drafting specifications for an invitation for bid and/or a request for proposal for a procurement may not submit a bid or proposal for the procurement or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement. If a firm has any questions regarding the applicability of this provision of the State Ethics Law, contact the State Ethics Commission, Toll Free phone number 877-669-6085 or see the website [www.ethics.gov.state.md.us](http://www.ethics.gov.state.md.us).
- 1.16 Subcontractors.** The selected Proposer (“Contractor”) shall be solely responsible for all services as required by this RFP. The use of a subcontractor(s) does not relieve the Contractor of liability. UMBC will consider proposals that reflect primary and secondary service providers, or prime/subcontractor relationship. However, 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.
- 1.17 Joint Venture Proposers.** If the Proposer is a joint venture firm, the Proposer must provide all identification information for all parties and all requirements for all parties (i.e., licenses, insurance, etc.) as requested. As part of the technical proposal submission, the proposer must identify the percentage partnership for each joint venture party, the responsibilities of each joint venture party with respect to the scope of services/work inclusive of the requirements for each entity based on such services as described in this RFP document.

NOTE: If the selected Firm is a joint venture firm, all joint venture parties will be held responsible for the contract obligations separately and severally.

- 1.18 Contract Agreement.** The contract to be entered into as a result of this RFP (the “Contract”) shall be by and between the Proposer as contractor and UMBC in the form provided in **Appendix C** of this RFP. By submitting an offer, the Proposer warrants that they have reviewed the contract in **Appendix C** and will execute this contract upon request by UMBC. Proposers must understand and acknowledge that UMBC, as an agency of the State of Maryland, cannot indemnify the Contractor, submit to binding arbitration, or agree to pay the Contractor’s attorney’s fee.

The contract shall consist of (1) the terms, conditions and specifications of this RFP and any appendices, amendments, additions or changes thereto; (2) the Standard Contract found in **Appendix C**, (3) the University purchase order; and (4) the Proposer’s response to the RFP and any amendments or changes thereto.

**1.19 Order of Precedence:**

The contract between the parties will be embodied in the contract documents, which will consist of those items named in 1.18 above, listed in their order of precedence. Modifications to the Order of Precedence of those items will not be accepted in order to protect the University against obscure, unrecognized conflicts between the solicitation and a Proposer’s proposal. In the event of a conflict, the terms of the University Contract shall prevail.

- 1.20 Term of Contract.** The initial contract term shall be for a period of one year commencing from the date of award (anticipated mid-January 2010). The University shall have the option to extend the contract for four (4) additional one-year terms, said options to be exercised at the sole discretion of the University. In the event the University elects to exercise any one or more of the renewal options, the Contractor shall be notified in writing at least sixty (60) days prior to the commencement of the additional one-year term involved.

For a Multi-Year Contract or any contract where pricing adjustments may be contemplated during the contract term or subsequent optional extensions terms, it will be the responsibility of the Contractor to request a price increase, if any, at least ninety (90) days prior to the end of the then current contract term. Any price increase not received by that time, will *not* be considered and pricing in the renewal term will remain as stated during the just completed contract term. A price increase, if any, shall not exceed the consumer price index for “All Urban Consumers” as published by the U.S. Department of Labor Statistics. For purposes of calculating the potential increase, the Consumer Price Index of 139.1 for August, 2009 for “Men’s and Boy’s Work Clothing Manufacturing” is the benchmark. Statistics will be referenced as a *cap* for negotiating purposes only. *Contractor is not to assume that any price increase will be applied* to yearly renewals, as this is at the sole discretion of the University.

**1.22 Acceptance of Terms and Conditions.** By submitting a proposal in response to this RFP, a Proposer shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP.

**1.23 Public Information Act:**

Proposers should give specific attention to the identification of those portions of their bids/proposals that they deem to be confidential, proprietary information or trade secrets and provide justification why such materials, upon request, should not be disclosed by the University under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. Bidders/Proposers must clearly indicate each and every section that is deemed to be confidential, proprietary, or a trade secret. A statement in a header or footer on each page or contained in a preface or opening paragraph indicating that the entire bid or each page is deemed confidential is not adequate. Bidders/Proposers must clearly indicate each and every section that is deemed to be confidential, proprietary, or a trade secret. By submitting a response to this solicitation, the Proposer consents to release of all bid documents with the exception of those specific provisions that are noted confidential, proprietary or a trade secret as defined and set forth in the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.

Any statements requesting to keep portions of the proposal confidential **must** be included in the cover letter clearly setting forth those specific portions. A mere statement in the preface or notation on each page that the entire proposal is deemed confidential is insufficient for meeting the intent of this requirement nor will Proposers be permitted after the due date and time to designate areas as confidential that were not so noted prior to submission of proposals.

**1.24 Payments by Electronic Funds Transfer.** The successful Offeror may register for this service using the COT/GAD X-10 Vendor Electronic Funds (“EFT”) Registration Request Form. The COT/GAD X-10 form can be downloaded at: <http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>.

**1.25 Payment.** The State of Maryland usually provides payments on a net 30-day basis for UMBC approved invoices. As a state agency, UMBC is normally prohibited from paying for products or services in advance. 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 UMBC, 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.

**1.26 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, or agents) to provide quality assurance and auditing.

**1.27 Procurement Regulations.** This solicitation shall be conducted in accordance with University System of Maryland Procurement Policies and Procedures; the procurement method is Competitive Sealed Proposals. The text of the Policies and Procedures is available at [www.USMD.edu/Leadership/BoardofRegents/Bylaws/SectionVIII/](http://www.USMD.edu/Leadership/BoardofRegents/Bylaws/SectionVIII/).

**1.28 Period of Acceptance.** The selected Proposer must agree to an acceptance trial of performance not to exceed ninety (90) consecutive calendar days. The period will begin with the issuance of the contract. During the ninety (90) day period, the successful contractor must perform at a rate consistent with the performance specifications set forth in the RFP and confirmed in the selected Proposer's specifications or proposal. Failure to satisfy the "acceptance trial period of performance" may result in cancellation and re-award of said contract. Final payment shall not be made until such time as the Proposer has successfully completed the period of acceptance.

In the event that the Proposer fails to meet all requirements, the University shall declare the Proposer's services in default and terminate all agreements, written or verbal, without penalty or obligation to the University consistent with the provisions of the termination for default clause in the contract.

Further, should there be any dispute/discrepancy on acceptability of Proposer's performance, decisions made by the University will prevail.

**1.29 Unable to Submit A Proposal.** Proposers that are unable or unwilling to submit a proposal on the requirements stated herein are requested to submit the "No Response Form" (found in **Appendix A**) indicating why they decided not to respond.

**END OF SECTION 1**

## SECTION 2: UMBC REQUIREMENTS/SCOPE OF SERVICES

**2.1 PURPOSE OF THE ENGAGEMENT.** The University seeks a contractor to supply employee uniforms for department employees and mats for specific areas around the campus. The successful contractor will provide specified uniforms, all measuring services and walk-off mats.

**2.2 SCOPE OF SERVICES.**

The work to be performed under this RFP shall consist of furnishing all necessary labor and equipment to provide leased uniforms for University employees and bi-weekly rental service of walk-off mats in all buildings designated by the University. Services are to include measuring, supplying, maintenance and laundry service.

The proposer shall provide specified uniforms, all measuring services and walk-off mats.

- A. The University's business hours are 7:30 a.m. through 4:00 p.m. Monday through Friday, excluding the following University recognized holidays.
- |                        |                  |
|------------------------|------------------|
| New Years Day          | Labor Day        |
| Martin Luther King Day | Thanksgiving Day |
| Memorial Day           | Christmas Day    |
| Independence Day       |                  |
- B. All uniform measurements shall take place at the following location:  
University of Maryland, Baltimore County  
Facilities Management Building  
1000 Hilltop Circle  
Baltimore, MD 21250
- C. The proposer shall provide the initial alterations of uniforms, which do not meet the employee's measurements, at no additional costs. Future alterations, within reason, are to be at no additional costs.
- D. The proposer shall only accept orders from the Manager of Contractual Services, or his designee.
- E. The proposer shall insure that all uniforms and mats not yet delivered are properly stored to ensure the University receives the highest quality product.
- F. The proposer shall respond within two (2) business days for service calls for measuring uniforms and placement of walk-off mats. Uniform delivery shall take no more than two (2) weeks from date of measurement.
- G. The proposer shall warrant all items for a period of one (1) year, commencing on the date of delivery.
- H. New uniforms will be supplied in the quantities required at the beginning of the contract. New employees hired during the life of the contract will be furnished all NEW uniforms within 14 calendar days of being measured. Uniforms will be kept in a good state of repair, (buttons, zippers, emblems etc.) or be replaced. Replacement garments showing outline of previous emblems will not be acceptable. Worn or non-repairable garments will be replaced within 7 calendar days at the request of the University. The University will make the final decision as to uniform wear and replacement

- I. The proposer shall have a local or 800 telephone number for ordering.
- J. The proposer must provide a sample and descriptive literature, and one (1) photo for each item being bid. Once award is made, there are to be no substitutions accepted.
- K. Bid price shall be a fixed price for the items or services described herein. There shall be no minimum order quantity or dollar amount.

L. Quantities

Uniforms:

Employees shall receive eleven (11) Full Service or seven (7) Lease Only and two (2) coveralls - each. Approximate number of employees is eighty (80), but this number may increase or decrease over the life of the contract.

Walk-off mats:

Current numbers	140 - Size 4'X6'
	14 - Size 3'X5'
	18 - Size 3'X10'

M. Laundry Service

Uniforms will be priced both as full service as well as leased only. Mats are to be replaced every two (2) weeks. One half of the total number of mats is to be serviced weekly.

N. Identification

Each uniform shirt shall have a University emblem provided by the vendor at no cost to the University. The emblems are to be heat applied, not sewn on. The University will approve a sample of each emblem when contract is awarded.

O. Servicing

Route driver must check with the Work Control Office or Manager of Contractual Services weekly for maintenance requests and delivery/pick up of uniforms. Garment check sheets and mat service tickets are to be left with the University representative on a weekly basis. This check sheet must be a three part form, separate from the invoice. The route driver must physically count all garments turned in and record the count, by employee, on the sheet and leave a copy of the count at the time of pick up. At the time of clean delivery, a sheet must be left showing the previous week's pick up and the current week's delivery by employee. As we move more into using technology, some proposers may already be using electronic forms and records, and handheld technology for this process. Please provide an overview of how your firm handles this process in the your Statement of Approach

The contractor must demonstrate a proactive system for repair and replacements performed by inspections. Garments and mats must be replaced as needed regardless of length of time in service.

The contractor must service the University directly from their cleaning facility located within the Baltimore Metropolitan area.

To insure consistency of size, fit and appearance, the contractor must manufacture all uniforms, or use the same clothes manufacturer for the life of this contract and renewals.

**END OF SECTION 2**

## SECTION 3: PROPOSALS, EVALUATION AND FORMS

### PROCUREMENT PHASES ARTICLE 1

**SUMMARY OF PROPOSAL SUBMITTALS:** Responses to the RFP solicitation #BC-20643-P are to consist of the following:

- 3.1.1 **Technical Proposal Submittal.** (see Article 2 of this Section 3 for detailed information): All Proposers will be required to submit **one (1) original and five (5) copies [for a total of six (6) sets]** of the Technical Proposal, which are due by **Wednesday, December 16, 2009, no later than 2:00 p.m. to the Issuing Office.** (Refer to Section 1, Item 1.3 for more details.) UMBC reserves the right to photocopy additional copies of any or all parts of the proposal for the evaluation and selection process.
- 3.1.3 **Price Proposal Submittal.** Price Proposals are to be submitted at the time of submission of the Technical Proposal. All Proposers will be required to submit **one (1) original and two (2) copies[for a total of three (3) sets]** of the Price Proposals, clearly marked "*Price Proposal*" and submitted in a sealed, separate container from the Technical Proposal. The Price Proposal Form to be completed and returned is included in **Appendix B**. The due date and time for price proposals is the same as for the Technical Proposal above, **Wednesday, December 16, 2009 at 2:00 p.m.**

**END OF SECTION 3, ARTICLE 1**

## SECTION 3: PROPOSALS, EVALUATION AND FORMS

### TECHNICAL PROPOSAL REQUIREMENTS ARTICLE 2

**3.2.1 TECHNICAL PROPOSAL:** The Technical Proposal must be submitted as a single submittal **in a sealed container**. The container shall have the Proposer's name, the RFP Title and RFP number prominently displayed, together with the word, " TECHNICAL PROPOSAL", and shall be delivered on, or before, **Wednesday, December 16, 2009 on or before 2:00 p.m.** to the UMBC's Procurement Services at the address noted in "Section 1 of the RFP as "The Issuing Office". One **(1) original and five (5) copies [for a total of six (6) sets** are to be provided.] The original is to be clearly labeled.

**3.2.2 TECHNICAL PROPOSAL REQUIREMENTS:**

**1. Transmittal Letter.** A transmittal letter prepared on the Proposer's business stationery must accompany the original and all copies of each required volume. The purpose of this letter is to transmit the proposal; therefore, it should be brief. The letter must be signed by an individual who is authorized to bind his/her firm to all statements, including services and prices, contained in the proposal and any RFP addenda. The letter shall include the Name and Address of Proposer, as well as, the person(s) [include a telephone number, fax number, and e-mail address] responsible for responding to any inquiries or other correspondence related to this RFP or the Proposer's proposal. The proposer shall also include a statement on whether or not they can meet all of the requirements of the Scope of Work.

**2. Proposal Criteria.** Clear, concise, yet detailed responses to Section 3.2.3 below are to be provided in the proposal.

**Note:** If the Proposer has multiple firm locations, UMBC is interested in the capabilities and experience of the office that will primarily provide the service to UMBC. Unless otherwise stated below, all requested information about the Proposer is required to be specifically limited to the local office that will serve UMBC's needs.

**3. Signing of Forms.** The proposals, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, they shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, they 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 that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

**4. Proposal Affidavit.** University Procurement policies require that each proposal submitted by a firm include a signed Proposal Affidavit. A copy of this Proposal Affidavit is included in **Appendix A** of this RFP. Proposers must complete, sign and return this affidavit.

**5. Insurance. A CERTIFICATION LETTER FROM AN AUTHORIZED BROKER OR AGENT THAT ALL REQUESTED COVERAGES ARE AVAILABLE AND WILL BE PROVIDED BY THE CONTRACTOR UPON AWARD OF THIS CONTRACT MUST BE PROVIDED WITH THE TECHNICAL PROPOSAL. (See Appendix D, Section 3.17)**

6. **Acknowledgement Of Receipt Of Addenda Form.** If any addenda to the solicitation documents are issued prior to the due date and time for proposals, this form (found in **Appendix A**) is to be completed, signed, and included in the Proposer's Technical Proposal.

### 3.2.3 **TECHNICAL PROPOSAL CRITERIA**

The following information must be furnished in the firm's Technical Proposal submittal. Failure to include any of the items listed below may disqualify a firm's response. Criteria are listed in order of importance. Proposer should describe in detail and provide evidence supporting the qualifications below.

All Proposers are to compile their proposals in the order listed below and in response to this RFP. Tabs or dividers are requested in the proposal to separate each criteria response and pages are to be numbered.

3.2.3.1 **Statement of Approach/Quality of Samples** – The proposer is to provide a narrative which will define who they are, what they do and what they can do for the University with respect to the objectives of this project. The proposer must indicate **how** their firm/team would approach this account, and also include the method(s) and procedure(s) to be followed in the transition of their firm assuming this contract arrangement. The purpose of this narrative is not only to outline the tasks to be accomplished in a logical manner, but also to display full comprehension of the services to be provided including, but not limited to, those mandatory items noted in Section 2.2 “Scope of Services” for this RFP. This plan should be in sufficient detail to permit proper evaluation by the University and should include specific information pertaining to quality of service, quality controls, staffing, etc.

3.2.3.2 **Samples** – The proposer must provide a sample and descriptive literature, and one (1) photo for each item being bid (see **Appendix E** for specifications).

3.2.3.3 **Firm Experience/References.** Complete the Firm Experience Form (found in **Appendix A**) on three (3) contracts of similar scope. At least two of the three, and preferably all three, should be in a Higher education academic, hospital or similar institutional environment and be similar in size and scope to the University of Maryland Baltimore County. The contracts should be within the last three (3) years.

The contact person on each Firm Experience Form will serve as a reference for the Proposer’s firm. Please insure that the information is accurate to ensure that the references are current and reachable. Such references should be able to speak to your firm’s performance on contracts similar to UMBC. The references will be checked only for those Firms that are short-listed and reasonably susceptible of being selected for award as a result of the Technical Evaluation phase.

UMBC reserves the right to verify all information given if it so chooses, as well as, to check any other sources available including any person or persons associated with the references. The University also reserves the right to request additional references or contact any known firm associated with the Proposer, as well as, itself even if not provided as a reference by the Proposer. References will be held in the strictest of confidence.

3.2.3.4 **Key Personnel.** The Proposer must complete the Key Personnel Form (found in **Appendix A**) on the person who will be the primary contact for the University. Included on this form should be three (3) references of other clients this person has served in a similar capacity. The notes above on firm references also apply to the references on this person.

For others working in a supporting role, a short biography is sufficient.

- 3.2.3.5 **Company Profile/Annual Sales Volume.** Complete the Company Profile form found in **Appendix A** which includes a description of your company and its history, the management and ownership structure.

**END OF SECTION 3, ARTICLE 2**

## SECTION 3: PROPOSALS, EVALUATION, AND FORMS

### EVALUATION AND SELECTION PROCEDURES ARTICLE 3

#### 3.5.1 Evaluation and Selection Committee.

All contractors' proposals received by the closing deadline will be reviewed. The Procurement Officer shall establish an Evaluation and Selection Committee to review and evaluate the proposals. The Committee may request additional technical assistance from any source.

#### 3.5.2 Evaluation Procedure

##### 3.5.2.1 Qualifying Proposals

The Procurement Officer shall first review each proposal for compliance with the mandatory requirements of this RFP. Failure to comply with any mandatory requirement will normally disqualify a contractor's proposal. The University reserves the right to waive a mandatory requirement when it is in its best interest to do so. The contractor must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP. Each section of the proposal will be evaluated according to the criteria listed below. Proposals cannot be modified, supplemented, cured, or changed in any way after the due date and time for technical proposals, unless specifically requested by the University.

The intent of this RFP is to provide Contractors an opportunity to present their qualifications, experience, and approach to providing the scope of services in relation to the needs of UMBC. The manner in which the proposing team presents their qualifications will be regarded as an indication of how well the Proposer's philosophy, approach, organizational culture, working style and communications style fit with the University's. Submittals that concisely present the information requested in the order and the manner requested will be considered more favorably than a submittal from a Proposer of commensurate qualifications that displays a lack of organization, conciseness or attention to detail.

##### 3.5.2.2. Technical Evaluation

After compliance with the mandatory requirements in this RFP has been determined, the Committee shall conduct its evaluation of the technical merit of the proposals in accordance with the Evaluation Criteria. Proposals are evaluated to determine which proposal is most advantageous to the University. The process involves applying the evaluation criteria contained in the RFP, comparing the proposals to each other, and ranking the proposals from most to least advantageous. Proposals must meet a minimum of 75% of the technical points available in order to move forward in the procurement process. The Technical Evaluation carries more value than the Price Proposal. If used in the evaluation process, numerical point scores will be useful guides but will not be the sole factor in determining the award. The decision for the award will not be made solely by the raw scores themselves, but rather by the strengths, weaknesses, advantages, and deficiencies that the scores represent.

The criteria that will be used by the committee for the technical evaluation of the proposals for this specific procurement are listed below. Each committee member will evaluate the proposals on each major criterion. Factors are listed in order of importance.

Minor irregularities in proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the University's best interest.

A. **Technical Evaluation.** An evaluation of the Technical Proposals will be conducted by the University's Evaluation and Selection Committee. The order of importance of the technical criteria is as follows:

1. Statement of Approach/Quality of Samples
2. Firm Experience/References
3. Key Personnel/References
4. Company Profile/Annual Sales Volume

Firms will be ranked. Those proposals not considered "to be reasonably susceptible of being selected for award" may be rejected after evaluation of the Technical Proposals and will not progress further in the procurement. Upon completion of the initial technical evaluation, all proposers will be notified as to the results of the technical evaluation of his/her firm's technical proposal. Only those firms that achieve 75% or better of the technical points available will have their Pricing Proposals opened. Those Proposers that do not achieve the minimum 75% of the technical score will have their *unopened* Pricing returned to them.

3.5.2.3 **Price Proposal Evaluation.** Upon completion of the Technical Evaluation, **only** those firms whose technical proposal achieves a minimum of 75% or better of the technical points available will have their Price Proposals opened and evaluated. Price Proposals will be ranked from the lowest to highest cost among those proposals that best meets the requirements of the RFP. If a numerical rating is utilized, scores will be normalized, that is the lowest evaluated total offer will receive 100% of the points awarded to the financial portion with subsequently higher quotes receiving proportionately lower points.

3.5.3 **Discussions.** The University reserves the right to recommend a Proposer for contract award based upon the Proposer's technical proposal and price proposal without further discussions. However, should the Committee find that further discussion would benefit 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, the Procurement Officer shall establish procedures and schedules for conducting discussions and will notify responsible Proposer(s).

3.5.4 **Best and Final Offers.** When in the best interest of the University, the Committee may recommend and the Procurement Officer may permit qualified Proposers to revise their proposals by submitting "Best and Final" offers either during the Technical Phase and/or the Price Proposal Phase of this procurement.

3.5.5 **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(s) whose proposal(s) is/are determined to be the most advantageous to the University 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 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.

**END OF SECTION 3**

## SECTION 4: TERMS AND CONDITIONS OF THE PROPOSAL

- 4.1 **Proposer's Responsibility.** Proposers 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 Officer per "Section 1" of the RFP. A Proposer's misinterpretation of requirements shall not relieve the Proposer of responsibility to accurately address the requirements of the RFP or to perform the contract, if awarded.
- 4.2 **General Requirement.** Proposals must be made in the official name of the firm or individual under which business is conducted, showing the official business address, state in which it is incorporated or organized (if Proposer is not an individual) and must be signed by a duly authorized person. Proposals must be prepared in writing, simply and economically, providing a straightforward, concise description of the Proposer's proposal for meeting the required specifications of this procurement. Proposers must paginate each proposal volume and are requested to provide tabs to separate responses to the technical criteria.
- 4.3 **Confidentiality.** A Proposer should give specific attention to the identification of those portions of the proposal that the Proposer 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. Proposers 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 Proposer's position regarding its proposal. A blanket statement by a Proposer that their entire proposal is confidential or proprietary will not be upheld.
- 4.4. **Interviews/Oral Presentation.** Vendors who submit proposals may be required to make individual presentations to the university representatives.
- 4.5 **Evaluation of Proposals.** Contract Award will be made to the responsible Proposer(s) whose proposal best meets the needs of the University as determined by the Procurement Officer. All proposals will be evaluated by a University evaluation committee. After considering the factors set forth in this RFP, the committee will make recommendations for the award of a contract to the vendor(s) whose proposal(s) is/are determined to be the most advantageous to the University.
- 4.6 **Proposal Affidavit And Certifications.** State procurement regulations require that proposals contain certifications regarding non-collusion, debarment, cost and price, etc. The affidavit form, which should be completed by all respondents and returned with their respective responses, is included in **Appendix A** of the RFP.
- 4.7 **Economy of Preparation.** Proposals should be prepared simply and economically providing a straightforward, concise description of the vendor's offer to meet the requirements of the RFP.
- 4.8 **Multiple Proposals.** Vendors may not submit more than one proposal.
- 4.9 **Telegraphic/Facsimile Proposal Modifications.** Vendors may modify their proposals by telegraphic or facsimile communication at any time prior to the due date and time set to receive proposals provided such communication is received by the State issuing agency prior to such time and, provided further, the State agency is satisfied that a written confirmation of the modification with the signature of the Proposer was mailed prior to the time and date set to receive proposals. The communication should not reveal the proposal price but should provide the addition or subtraction or other modification so that the final prices,

percent or terms will not be known to the State agency until the sealed proposal is opened. If written confirmation is not received within two (2) days from the scheduled proposal opening time, no consideration will be given to the modification communication. No telephone, telegraphic, or facsimile price proposals will be accepted.

- 4.10 **Contractor Responsibilities.** The University of Maryland Baltimore County shall enter into contractual agreement with the selected offering vendor(s) only. The selected vendor(s) shall be responsible for all products and/or services required by this RFP. Subcontractors, if any, shall be identified and a complete description of their role relative to the proposal shall be included. UMBC's intent is not to direct the use of any particular vendor, however, the vendor will not contract with any such proposed person or entity to whom University of Maryland Baltimore County has a reasonable objection. Notification of such objection will be made by UMBC within 15 days of contract. The vendor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them.
- 4.11 **Arrearages.** By submitting a response to this solicitation, a vendor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits and that it shall not become so in arrears during the term of the contract if selected for contract award.
- 4.12 **Taxes.** University of Maryland Baltimore County is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and the District of Columbia Sales Taxes and Transportation Taxes, except as noted in applicable sections of COMAR. Exemption Certificates shall be provided upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, Contractor shall pay the Maryland Sales tax and the exemption does not apply.
- 4.13 **RFP Response Materials.** All written materials submitted in response to this RFP become the property of UMBC and may be appended to any formal documentation, which would further define or expand the contractual relationship between UMBC and the successful vendor(s).
- 4.14 **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. Debriefings shall be conducted at the earliest feasible time.
- The debriefing shall be limited to discussion of the unsuccessful Proposer's proposal only and shall NOT include discussion of a competing Proposer's proposal. The debriefing may include information on areas in which the unsuccessful proposer's proposal was deemed weak or insufficient. The debriefing may NOT include discussion or dissemination of the thoughts, notes or ranking from an individual evaluation committee member. A summarization of the procurement officer's rationale for the selection may be given.
- 4.15 **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, State Government Article, SS 15-502.

If the bidder/Proposer has any questions concerning application of the State Ethics Law to the bidder/Proposer's participation in this procurement, it is incumbent upon the bidder/Proposer to seek advice from the State Ethics Commission; The Office of the Executive Director, State Ethics

Commission, 9 State Circle, Suite 200, Annapolis, MD 21401. For questions regarding the applicability of this provision of the Public Ethics Law, contact the State Ethics Commission, toll free phone number 877-669-6085, or see the website [ethics.gov.state.md.us](http://ethics.gov.state.md.us).

The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the bidder/Proposer to obtain advice from the State Ethics Commission and may reject a bid or proposal that would result in a violation of the Ethics Law. The resulting contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the vendor or any State of Maryland employee in connection with this procurement.

**END OF SECTION 4**

## **APPENDIX A**

### **Technical Proposal Forms**

Firm Experience Form

Key Personnel Form

Company Profile/Annual Sales Volume

MBE Forms

Bid/Proposal Affidavit

Acknowledgment of Receipt of Addendum Form

No Response Form

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EXPERIENCE FORM (Please complete a separate form for three (3) similar/relevant contracts to this RFP requirements).

PROPOSER'S NAME: \_\_\_\_\_

CLIENT'S NAME: \_\_\_\_\_

CONTACT PERSON'S NAME: \_\_\_\_\_

CLIENT'S ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

TYPE OF CLIENT: (Check all that apply)

EMAIL ADDRESS: \_\_\_\_\_

\_\_\_ Academic/Higher Education (2 of the 3 should be academic environments)

TOTAL NUMBER OF BUILDINGS SERVICED: \_\_\_\_\_

\_\_\_ Government Agency

OTHER SERVICES: \_\_\_\_\_

\_\_\_ Health Care

\_\_\_ Other

CONTRACT DOLLAR SIZE: \_\_\_\_\_

CONTRACT TERM: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

NAME OF PROPOSING FIRM'S ACCOUNT REPRESENTATIVE WHO SERVICED THIS CLIENT: \_\_\_\_\_

TYPE OF SERVICE BEING PROVIDED TO CLIENT: (Check all that apply)

Uniform Services: Measuring \_\_\_\_\_  
Identification \_\_\_\_\_

Repair/Replacement \_\_\_\_\_  
Service Log/check sheet \_\_\_\_\_

Laundry Services \_\_\_\_\_ Uniform Rental \_\_\_\_\_  
Other: \_\_\_\_\_

Walk-Off Mat Services: Cleaning \_\_\_\_\_

Repair/Replacement \_\_\_\_\_

Other: \_\_\_\_\_

PROVIDE A BRIEF BUT DETAILED DESCRIPTION OF SIMILARITIES OF YOUR CONTRACT SCOPE TO THE REQUIREMENTS FOR THIS CONTRACT SCOPE.

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

END OF FORM

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**KEY PERSONNEL FORM**

1. **PERSON'S NAME:** \_\_\_\_\_

2. **POSITION TO BE ASSIGNED:** \_\_\_\_\_ Primary Account Representative  
\_\_\_\_\_ Back-up to Account Representative

3. **EDUCATIONAL BACKGROUND:** Institution Degree/Diploma/ Major (if any) Certificates  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. **EMPLOYMENT HISTORY\*:** (\*NOTE: If a person has more than three (3) employers in his/her employment history, please provide complete employment history via supplemental page(s) attached to this form.)

4.1 **CURRENT EMPLOYER'S NAME:** \_\_\_\_\_  
**DATES OF EMPLOYMENT:** \_\_\_\_\_  
**POSITION HELD /DURATION BY DATE:**

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

4.2 **PRIOR EMPLOYER'S NAME:** \_\_\_\_\_  
**DATES OF EMPLOYMENT:** \_\_\_\_\_  
**POSITION HELD/ DURATION BY DATE:**

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

4.3 **PRIOR EMPLOYER'S NAME:** \_\_\_\_\_  
**DATES OF EMPLOYMENT:** \_\_\_\_\_  
**POSITION HELD/ DURATION BY DATE:**

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

5. **ROLE:** Describe the role of this person in this contract, including services to be provided directly and services to be supervised as provided by others.

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

6. **SIMILAR PROJECT EXPERIENCE/REFERENCES:** (Note: It is preferable that these references be from the "Firm Experience Form" in **Appendix A**)

6.1 CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: \_\_\_\_\_  
COMPANY NAME: \_\_\_\_\_  
PROJECT/CONTRACT NAME DOLLAR VALUE HOW MANY YEARS? \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
DESCRIPTION OF CONTRACT SERVICED: \_\_\_\_\_  
\_\_\_\_\_

6.2 CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: \_\_\_\_\_  
COMPANY NAME: \_\_\_\_\_  
PROJECT/CONTRACT NAME DOLLAR VALUE HOW MANY YEARS? \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
DESCRIPTION OF ACCOUNT SERVICED: \_\_\_\_\_  
\_\_\_\_\_

6.3 CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: \_\_\_\_\_  
COMPANY NAME: \_\_\_\_\_  
PROJECT/CONTRACT NAME DOLLAR VALUE HOW MANY YEARS? \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
DESCRIPTION OF ACCOUNT SERVICED: \_\_\_\_\_  
\_\_\_\_\_

7. **ACHIEVEMENTS/OTHER NOTATIONS (NOT REQUIRED):**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If a Proposer finds the space provided to be insufficient, he/she can attach additional pages to this form as he/she finds appropriate and just indicate on the this form to see "attached pages".

**END OF FORM**

**COMPANY PROFILE**

COMPANY NAME: \_\_\_\_\_

ADDRESS OF COMPANY: \_\_\_\_\_

DATE OF INCORPORATION: \_\_\_\_\_ STATE OF INCORPORATION: \_\_\_\_\_

NUMBER OF GEOGRAPHIC LOCATIONS: \_\_\_\_\_

LOCATION OF ALL GEOGRAPHIC OFFICES (if applicable) AND THEIR FUNCTION

LOCATION:

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

LOCATION OF BRANCH OFFICE, WHICH WILL SERVICE UMBC:

\_\_\_\_\_

TYPE OF SERVICES PROVIDED:

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

# OF YEARS PROVIDING UNIFORM AND MAT RENTAL SERVICES: \_\_\_\_\_

# OF YEARS IN BUSINESS UNDER PRESENT NAME: \_\_\_\_\_

OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:

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

TYPE OF ORGANIZATION (I.E., CORPORATION, PARTNERSHIP, INDIVIDUAL, JOINT VENTURE):

\_\_\_\_\_

NAME OF PRINCIPAL(S) AND TITLE(S):

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

BRIEF HISTORY OF COMPANY

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

TOTAL COMPANY

BRANCH OFFICE  
WHICH WILL SERVICE  
UMBC:

TOTAL NUMBER OF EMPLOYEES: \_\_\_\_\_

\_\_\_\_\_

NUMBER OF ACCOUNT REPRESENTATIVES: \_\_\_\_\_

\_\_\_\_\_

CLERICAL STAFF: \_\_\_\_\_

\_\_\_\_\_

ACTUARIAL STAFF: \_\_\_\_\_

\_\_\_\_\_

TYPES AND SIZES OF COLLEGES/UNIVERSITIES AND OR GOVERNMENT AGENCIES SERVED:

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

DESCRIBE ANY PLANNED FUTURE TECHNOLOGICAL DEVELOPMENTS: \_\_\_\_\_

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

ANNUAL SALES VOLUME

TOTAL COMPANY ANNUAL SALES VOLUME FOR:

2008 \_\_\_\_\_ 2007 \_\_\_\_\_ 2006 \_\_\_\_\_

TOTAL ANNUAL SALES VOLUME FOR BRANCH OFFICE WHICH WILL SERVICE UMBC:

2008 \_\_\_\_\_ 2007 \_\_\_\_\_ 2006 \_\_\_\_\_

PERCENTAGE OF COMPANY ANNUAL SALES VOLUME WHICH IS UNIFORM SALES/RENTAL:

2008 \_\_\_\_\_ 2007 \_\_\_\_\_ 2006 \_\_\_\_\_

PERCENTAGE OF ANNUAL SALES VOLUME OF BRANCH OFFICE WHICH WILL SERVICE UMBC WHICH IS UNIFORM SALES/RENTAL:

2008 \_\_\_\_\_ 2007 \_\_\_\_\_ 2006 \_\_\_\_\_

PERCENTAGE OF ANNUAL SALES VOLUME OF BRANCH OFFICE WHICH WILL SERVICE UMBC WHICH IS WALK-OFF MAT RENTAL SERVICE:

2008 \_\_\_\_\_ 2007 \_\_\_\_\_ 2006 \_\_\_\_\_

**END OF FORM**

**BID/ PROPOSAL AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the (title) \_\_\_\_\_ and the duly authorized representative of (business) \_\_\_\_\_ and that I possess the legal authority to make this Affidavit on behalf of myself and the business to which I am acting.

**B. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

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

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**C. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
    - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
    - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
  - (2) Been convicted of any criminal violation of a state or federal antitrust statute;
  - (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
  - (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
  - (5) Been convicted of a violation of §11 -205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
  - (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)-(5) above;
  - (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or
  - (8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C(1)—(7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official, or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):
- 
-

**D. AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT:

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

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**E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

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

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

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**F. SUB-CONTRACT AFFIRMATION**

I FURTHER AFFIRM THAT:

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

**G. AFFIRMATION REGARDING COLLUSION**

I FURTHER AFFIRM THAT:

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

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

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

**H. FINANCIAL DISCLOSURE AFFIRMATION**

FURTHER AFFIRM THAT:

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

**I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

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

**J. DRUG AND ALCOHOL FREE WORKPLACE**

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

I CERTIFY THAT:

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

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

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

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

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

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

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

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

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business' policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

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

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

(i) Abide by the terms of the statement; and

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

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

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

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

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

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

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

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

**K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic \_\_\_\_\_) (foreign\_\_\_\_\_) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: \_\_\_\_\_

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

(If not applicable, so state).

(2) Except as validly contested, the business has paid, or has arranged for payment of all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

**L. CONTINGENT FEES**

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

**M. REPEALED**

**N. ACKNOWLEDGEMENT**

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement officer and maybe distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

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

Firm's Federal Employer Identification Number (FEIN): \_\_\_\_\_

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

**END OF FORM**

**INSTRUCTIONS FOR**  
**SCHEDULE MBE**  
**MINORITY BUSINESS ENTERPRISE PARTICIPATION**

**PURPOSE**

Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the minority business enterprise (MBE) goal stated in the Invitation for Bids or Request for Proposals. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

**MBE GOALS AND SUB GOALS**

An MBE subcontract participation goal of 25% of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this dollar amount of the contract will be performed by certified minority business enterprises.

- ◆ A prime contractor – including an MBE prime contractor – must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- ◆ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

**SOLICITATION AND CONTRACT FORMATION**

- ◆ A bidder or offeror must include with its bid or offer:
  1. A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment A) whereby the bidder or offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
  2. A completed MBE Participation Schedule (Attachment B) whereby the bidder or offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission. The bidder or offeror shall specify the price and/or the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

**If the bidder or offeror fails to submit Attachment A and Attachment B with the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.**

- ◆ Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.
  1. Outreach Efforts Compliance Statement (Attachment C)
  2. Subcontractor Project Participation Statement (Attachment D)
  3. If the apparent awardee believes a waiver (in whole or in part) of the overall MBE goal or of any sub goal is necessary, it must submit a fully documented waiver request that complies with COMAR 21.11.03.11.
  4. Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

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

## CONTRACT ADMINISTRATION REQUIREMENTS

Awarded Contractor shall:

1. Submit monthly to the Procurement Department a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made. (See MBE Monthly Payment Form Attachment E).
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Procurement Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices (See MBE Monthly Payment Form Attachment F).
3. 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.
4. 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.
5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

## ATTACHMENTS

- A. Certified MBE Utilization and Fair Solicitation Affidavit (must be submitted with bid or offer)
- B. MBE Participation Schedule (must be submitted with bid or offer)
- C. Outreach Efforts Compliance Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- D. Subcontractor Project Participation Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- E. MBE Monthly Payment Form (submitted monthly as needed after award by the prime contractor)
- F. MBE Monthly Payment Form (submitted monthly as needed after award by the MBE subcontractor)

# Attachment A

## CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This document must be included with the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. \_\_\_\_\_, which includes Schedule MBE, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of \_\_\_\_\_ percent and, if specified in the solicitation, sub goals of \_\_\_\_\_ percent for MBEs classified as African American-owned and \_\_\_\_\_ percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve MBE participation of \_\_\_\_\_ percent and request a waiver of the remainder of the goal. Within 10 business days of receiving notice that our firm is the apparent low bidder or the apparent awardee (competitive sealed proposal), I will submit a written waiver request that complies with COMAR 21.11.03.11. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.

2. I have identified the specific commitment of certified MBEs by completing and submitting an MBE Participation Schedule (Attachment B) with the bid or proposal.

3. I understand that if I am notified that I am the apparent awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.

- (a) Outreach Efforts Compliance Statement (Attachment C)
- (b) Subcontractor Project Participation Statement (Attachment D)
- (c) MBE Waiver Request per COMAR 21.11.03.11 (if applicable)
- (d) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

I acknowledge that if I fail to return each completed document within the required time, the Procurement Officer shall determine that I am non responsive and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

4. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information and belief.

\_\_\_\_\_  
Bidder/Offeror Name

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date

**SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL**

## Attachment B

### MBE Participation Schedule

This document must be included with the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	Total Contract Amount
<b>List Information for Each Certified MBE Subcontractor/Supplier on this Project</b>	
Minority Firm Name MBE Certification Number	
Work to be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name MBE Certification Number	
Work to be Performed	
Dollar Amount or Percentage of Total Contract	

**USE ATTACHMENT B CONTINUATION PAGE AS NEEDED**

### SUMMARY

TOTAL MBE PARTICIPATION: \_\_\_\_\_ %  
 \$ \_\_\_\_\_

Document Prepared by: (please print or type)  Name: _____ Name/Title: _____ <div style="text-align: center;">(Signature)</div>
--

**MBE Participation Schedule (Continued)**

<b>List Information for Each Certified MBE Subcontractor/Supplier on this Project</b>	
Minority Firm Name MBE Certification Number	
Work to be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name MBE Certification Number	
Work to be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name MBE Certification Number	
Work to be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name MBE Certification Number	
Work to be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name MBE Certification Number	
Work to be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name MBE Certification Number	
Work to be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name MBE Certification Number	
Work to be Performed	
Dollar Amount or Percentage of Total Contract	
<b>Submit this schedule with Bid Proposal</b>	
RFP#BC-20643-P	Page 36 of 73

**Attachment C**

**OUTREACH EFFORTS COMPLIANCE STATEMENT**

This document must be submitted within 10 working days of receiving notice of potential award or date of conditional award (per COMAR 21.11.03.10), whichever is earlier.

In conjunction with the bid or offer submitted in response to Solicitation No. \_\_\_\_\_, I state the following:

1. Bidder/Offeror identified opportunities to subcontract in these specific work categories:
  
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
  
3. Bidder/Offeror made the following attempts to contact personally the solicited MBEs:
  
4.  Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements. (Describe efforts)
  
- This project does not involve bonding requirements.
  
5.  Bidder/Offeror did/did not attend the pre-bid conference  
 No pre-bid conference was held

\_\_\_\_\_  
By: Bidder/Offeror Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
City, State, Zip code

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attachment D**

**SUBCONTRACTOR PROJECT PARTICIPATION AFFIDVAIT**

This document must be submitted within 10 working days of receiving notice of potential award or date of conditional award (per COMAR 21.11.03.10),

**SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE (ATTACHMENT B)**

Provided that \_\_\_\_\_ is awarded the State contract in  
Prime Contractor Name

Conjunction with Solicitation No. \_\_\_\_\_, and \_\_\_\_\_  
MBE Subcontractor Name

MDOT Certification No. \_\_\_\_\_, intend to enter into a contract by which

Subcontractor shall: (describe work)

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

- No Bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

\_\_\_\_\_  
Subcontractor Contract Amount

\_\_\_\_\_  
Prime Contractor Signature  
By: \_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
MBE Subcontractor Signature  
By: \_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**MBE MONTHLY PAYMENT REPORT – Attachment #E (Issued by Prime Contractor)**

NAME OF PRIME CONTRACTOR \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
 CODE \_\_\_\_\_

PROJECT NAME \_\_\_\_\_ PROJECT NO. \_\_\_\_\_

PRIME CONTRACTOR TOTAL \$ AMOUNT \_\_\_\_\_ PRIME'S TOTAL CONTRACT PAYMENT \$ YTD \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ PRIME'S TELEPHONE NO. \_\_\_\_\_

REPORT FOR MONTH OF \_\_\_\_\_ 20 \_\_\_\_\_ FINAL REPORT YES NO

**List MBE firms utilized in connection with the above project either as subcontractor and/or supplier:**

NAME OF MBE FIRM	WORK/SERVICE PERFORMED	ORIGINAL CONTRACT AMOUNT	CHANGE ORDERS TO ORIGINAL CONTRACT AMOUNT	PAID TO DATE FOR MONTH	AMOUNT OF PAYMENT(S) OVER 30 DAYS LATE	BALANCE

SIGNED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**NOTE:** Specify in writing under separate cover any reasons for subcontractor payments that are over 30 days late.

**MBE MONTHLY PAYMENT REPORT – Attachment #F (Issued by Subcontractor)**

NAME OF SUBCONTRACTOR \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_  
 ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_  
 PROJECT NAME \_\_\_\_\_ PROJECT NO. \_\_\_\_\_  
 PRIME CONTRACTOR \_\_\_\_\_

PRIME'S CONTACT PERSON \_\_\_\_\_ PRIME'S TELEPHONE NO. \_\_\_\_\_

REPORT FOR MONTH OF \_\_\_\_\_ 20\_\_ FINAL REPORT: YES\_\_ NO\_\_

WORK/SERVICE PERFORMED	ORIGINAL CONTRACT AMOUNT	CHANGE ORDERS TO ORIGINAL CONTRACT AMOUNT	PAID TO DATE FOR MONTH	AMOUNT OF PAYMENT (\$) OVER 30 DAYS LATE

SIGNED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA FORM**

**RFP NO.:** BC-20643-P

**TECHNICAL PROPOSAL DUE DATE:** WEDNESDAY, DECEMBER 16, 2009 at 2:00 P.M.

**RFP FOR:** UNIFORM SERVICES AND WALK-OFF MAT RENTAL SERVICE

**NAME OF PROPOSER:** \_\_\_\_\_

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

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

- Addendum No.: \_\_\_\_\_ Date of Issuance: \_\_\_\_\_
- Addendum No.: \_\_\_\_\_ Date of Issuance: \_\_\_\_\_
- Addendum No.: \_\_\_\_\_ Date of Issuance: \_\_\_\_\_
- Addendum No.: \_\_\_\_\_ Date of Issuance: \_\_\_\_\_
- Addendum No.: \_\_\_\_\_ Date of Issuance: \_\_\_\_\_
- Addendum No.: \_\_\_\_\_ Date of Issuance: \_\_\_\_\_

As stated in the RFP documents, this form is included in our Technical Proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**END OF FORM**

"No Response" Form

**University of Maryland Baltimore County  
Notice to Bidders/Proposers**

In order to help us improve the quality of State solicitations and make our procurement processes more responsive and "business friendly", we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your bid/proposal or "no bid" response, as the case may be.

Bid/Proposal Number: **RFP-BC-20643-P**

Title: **UNIFORM SERVICES AND WALK-OFF MAT RENTAL SERVICE**

I. If you have responded with a "No Bid" please check the reason(s) below (check all that apply):

- Other commitments preclude our participation at this time.
- The subject of the contract is not something we normally provide.
- We are inexperienced in the work/commodities required.
- The specifications are either unclear, or too restrictive. Please explain in "Remarks" section below.
- The scope of work is beyond our current capacity.
- Doing business with Government is simply too complicated.
- We cannot be competitive. Please explain in "Remarks" section below.
- Time for completion is insufficient.
- Bonding/Insurance requirements are prohibitive. Please explain in "Remarks" section below.
- Bid/Proposal requirements, other than specifications are unreasonable or too risky. Please explain in "Remarks" section below.
- Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory. Please explain in "Remarks" section below.

(Other): \_\_\_\_\_

II. If you have submitted a bid/proposal, but wish to offer suggestions or express concerns, please use the "Remarks" section below.

Remarks: \_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_

**THANK YOU!**

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**APPENDIX B**

**Price Proposal Form**

**PROPOSAL NO.:** RFP# BC20643-P

**PRICE PROPOSAL DUE DATE:** WEDNESDAY, DECEMBER 16, 2009 by 2:00 p.m.

**PROPOSAL FOR:** UNIFORM SERVICES AND WALK-OFF MAT RENTAL SERVICE

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

Federal Identification Number/Social Security Number:\_\_\_\_\_

**PRICE PROPOSAL**

Ms. Delores R. Pertee  
Contract Administrator  
Department of Procurement  
University of Maryland Baltimore County (UMBC)  
Administration Building, Room 301  
1000 Hilltop Circle  
Baltimore, MD 21250

Dear Ms. Pertee:

The undersigned hereby submits the Price Proposal as set forth in RFP# BC26043-P dated November 18, 2009 and the following subsequent addenda:

Addendum\_\_\_\_\_ dated\_\_\_\_\_

Addendum\_\_\_\_\_ dated\_\_\_\_\_

Addendum\_\_\_\_\_ 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 UMBC cannot be responsible for Proposer's errors or omissions. Any price proposal that has been accepted by UMBC may not be withdrawn by the vendor.

**I. RENTAL ITEMS**

	<u>Description of Uniform</u>	<u>Approx. Number of Employees</u>	<u>Rental Price</u>		<u>Number of Pieces distributed per Employee</u>		<u>Total</u>
1.	Black Cargo Pant under Full Service	80	_____	X	11	=	_____
	Black Cargo Pant under Lease Only	80	_____	X	7	=	_____
2.	Polo Shirt under Full Service	70	_____	X	11	=	_____
	Polo Shirt under Lease Only	70	_____	X	7	=	_____
	Polo Shirt (Auto Shop Only)	5	_____	X	1	=	_____
	Polo Shirt (Mail Services) under Full Service	5	_____	X	11	=	_____
	Polo Shirt (Mail Services) under Lease Only	5	_____	X	7	=	_____
3.	65/35 Short Sleeved Work Shirt under Full Service (Auto Shop Only)	5	_____	X	11	=	_____
	65/35 Short Sleeved Work Shirt under Lease Only (Auto Shop Only)	5	_____	X	7	=	_____
4.	65/35 Long Sleeved Work Shirt under Full Service (Auto Shop Only)	5	_____	X	11	=	_____
	65/35 Long Sleeved Work Shirt under Lease Only (Auto Shop Only)	5	_____	X	7	=	_____
5.	Cotton Coveralls	75	_____	X	2	=	_____

**TOTAL**

**The price shall be a fixed price for the items or services described herein. There shall be no minimum order quantity or dollar amount.**

II.

	<u>Description of Walk-off Mats</u>	<u>Rental Price</u>		<u>Approx. Quantity</u>		<u>Total</u>
1.	3'X10' Black Mat	_____	X	18	=	_____
2.	4'X6' Black Mat	_____	X	140	=	_____
3.	3'X5' Black Mat	_____	X	14	=	_____
				<b>TOTAL</b>		_____

**The price shall be a fixed price for the items or services described herein. There shall be no minimum order quantity or dollar amount.**

**III. OPTIONAL PURCHASED ITEMS**

<u>Description of item</u>	<u>Price</u>	<u>Approx.</u> <u>Quantity</u>	<u>Total</u>
1. Long sleeved, Lined Hooded Sweat Shirt	_____	X 75	= _____
2. Low Profile 65/35 Cap with Embroidered Logo “Facilities Management”	_____	X 100	= _____
3. Low Profile 65/35 Cap with Embroidered Logo “Mail Services”	_____	X 12	= _____
4. 100% Heavy Duty Cotton T-shirt with screened Logo	_____	X 400	= _____
		<b>TOTAL</b>	= _____

**The price shall be a fixed price for the items or services described herein. There shall be no minimum order quantity or dollar amount.**

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 original technical proposal remains in effect. The evaluation and subsequent final ranking of proposals will be in accordance of the RFP documents. We understand that technical weighs greater than cost.

We further understand that this Price Proposal includes all costs associated with the provision of the Services per this RFP. We understand that the University reserves the right to award a contract(s) 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 personnel named within our Technical Proposal will be assigned to the UMBC Contract for the duration of this contract. We understand that no changes in this assignment 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 \_\_\_\_\_

Date \_\_\_\_\_

---

**B. CO-PARTNERSHIP PRINCIPAL**

\_\_\_\_\_  
(Name of Co-Partnership)

ADDRESS \_\_\_\_\_

In Presence of Witness:

TELEPHONE NO. \_\_\_\_\_

\_\_\_\_\_ as to

BY \_\_\_\_\_

(Partner)

Printed Name \_\_\_\_\_

\_\_\_\_\_ as to

BY \_\_\_\_\_

(Partner)

Printed Name \_\_\_\_\_

\_\_\_\_\_ as to

BY \_\_\_\_\_

(Partner)

DATE \_\_\_\_\_

---

**C. CORPORATE PRINCIPAL**

Printed Name \_\_\_\_\_

\_\_\_\_\_  
(Name of Corporation)

DATE \_\_\_\_\_

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

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## APPENDIX C

### Sample Contract

(SAMPLE) CONTRACT  
BETWEEN  
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY  
AND

By this Contract, made as of the day of \_\_\_\_\_, 2009, by and between The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland, agency of the State of Maryland, located at 1000 Hilltop Circle, Baltimore, Maryland 21250, and \_\_\_\_\_ ("Contractor"), for ( ), the parties hereby agree as follows:

1. **TERM OF CONTRACT:** The term of this Contract shall begin on \_\_\_\_\_ and terminate on \_\_\_\_\_.
2. **SCOPE OF CONTRACT:** The Contractor's obligations and duties under this Contract shall include, but are not limited to, the terms, conditions and specifications contained in RFP No. \_\_\_\_\_ and any amendments or changes thereto as well as the Contractor's proposal submitted in response to the aforementioned RFP (collectively referred to hereinafter as the "Contract Documents"). These obligations and duties are subject to the unilateral right of the University to order, in writing, changes in the work within the scope of the Contract.
3. **COMPENSATION AND METHOD OF PAYMENT:**
  - A. As compensation for satisfactory performance of the work described in Paragraph 2, above, the University will pay the Contractor \$\_\_\_\_\_.
  - B. The Contractor's Federal Tax Identification Number or, where applicable, Social Security Number is \_\_\_\_\_.
  - C. The Contractor shall be paid only for items or services that are specifically named in this Contract. No additional costs for items or services will be paid by the University without its prior express written consent.
4. **DELIVERY:** Delivery shall be made in accordance with bid/RFP specifications. The University reserves the right to test any materials, equipment, supplies or services delivered to determine if the specifications have been met. The materials listed in the specifications shall be delivered FOB the point or points specified prior to \_\_\_\_\_ or on the date specified in the solicitation. Any material that is defective or fails to meet the terms of the specifications shall be rejected. Rejected materials shall be promptly replaced. The University reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejects shall be liable for any excess price paid for the replacement plus applicable expenses, if any.
5. **NON-HIRING OF EMPLOYEES:** No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.
7. **RESPONSIBILITY OF CONTRACTOR:**
  - A. The Contractor shall perform the services with that standard of care, skill and diligence normally provided by a Contractor in the performance of services similar to the services hereunder.
  - B. Notwithstanding any review, approval, acceptance or payment for the services by the University, the Contractor shall be responsible for professional and technical accuracy of its work, design drawings, specifications and other materials furnished by the Contractor under this Contract.
8. **DISSEMINATION OF INFORMATION:**
  - A. During the term of this Contract, the Contractor shall not release any information related to the services or performance of the services under this Contract nor publish any final reports or documents without the prior written approval of the University.
  - B. The Contractor shall indemnify and hold harmless the University, its officers, agents and employees, from all liability which may be incurred by reason of dissemination, publication, distribution or

circulation, in any manner whatsoever, of any information, data, documents, or materials pertaining in any way to this Contract by the Contractor, its agents or employees.

9. **OWNERSHIP OF DOCUMENTS AND MATERIALS:** The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs graphics, mechanical, artwork, and computations prepared by or for it under the terms of this Contract shall at anytime during the performance of the services be made available to the University upon request by the University and shall become and remain the exclusive property of the University upon termination or completion of the services. The University shall have the right to use same without restriction or limitation and without compensation to the Contractor other than that provided by this Contract. The University shall be the owner for purposes of copyright, patent or trademark registration.
10. **PATENTS, COPYRIGHTS AND TRADE SECRETS:**
  - A. If the Contractor furnishes any design, device, material, process or other item which is covered by a patent or copyright or which is deemed proprietary to or a trade secret of another, Contractor shall obtain the necessary permission or license to use such item.
  - B. Contractor will defend or settle, at its own expense, any claim or suit against the University alleging that any such item furnished by Contractor infringes any patent, trademark, copyright, or trade secret. Contractor also will pay all damages and costs that by final judgment may be assessed against the University due to such infringement and all attorneys' fees and litigation expenses reasonably incurred by the University to defend against such a claim or suit. The obligations of this paragraph are in addition to those stated in paragraph 8.3 below.
  - C. If any products furnished by Contractor become, or in Contractor's opinion, are likely to become, the subject of a claim of infringement, Contractor will, at its option: (1) procure for the University the right to continue using the applicable item; (2) replace the product with a non-infringing product substantially complying with the item's specifications; or (3) modify the item so it becomes non-infringing and performs in a substantially similar manner to the original item.
11. **DISPUTES:** This Contract shall be subject to the provisions of University System of Maryland Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Any dispute that is not subject to the jurisdiction of the Maryland State Board of Contract Appeals, as provided in the University System Procurement Policies and Procedures, shall be brought in and heard by the courts of the State of Maryland, and the parties voluntarily consent to the exclusive jurisdiction of the courts of this State for any such proceeding.
12. **NONDISCRIMINATION IN EMPLOYMENT:** The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
13. **CIVIL RIGHTS ACT 1964:** Vendors and Contractors providing materials, equipment, supplies or services to the State under this Contract herewith assure the State that they are conforming to the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1988, and the Civil Rights Act of 1991, and Section 202 of Executive Order 11246 of the President of the United States of America as amended by Executive Order 11375, as applicable.
14. **AFFIRMATIVE ACTION:** The Contractor and all subcontractors shall develop and maintain affirmative action plans directed at increasing the utilization of women and members of minority groups on State public works projects, pursuant to the Executive Order 11246 of the President of the United States of America and guidelines on Affirmative Action issued by the Equal Employment Opportunities Commission (EEOC) 29 C.F.R. part 1608 and the Governor of Maryland's Executive Order 01.01.1993.16.
15. **CONFLICT OF INTEREST LAW:** It is unlawful for any University officer, employee, or agent to participate personally in his official capacity through decision, approval, disapproval, recommendation, advice, or investigation in any contract or other matter in which he, his spouse, parent, child, brother, or sister, has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or

any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee, or agent has previously complied with the provisions of Article 40A, §3-101 et seq of the Annotated Code of Maryland.

16. **CONTINGENT FEE PROHIBITION:** The Contractor, Architect, or Engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, Architect, or Engineer, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.
17. **INTELLECTUAL PROPERTY:** Contractor agrees to indemnify and save harmless the State, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Contract.
18. **SOFTWARE CONTRACTS:** [Delete if not applicable and insert "N/A"] As specifically provided by Maryland Code Annotated, Commercial Law Article, Section 21-104, the parties agree that this Contract shall not be governed by the Uniform Computer Information Transaction Act ("UCITA"), Title 21 of the Maryland Code Annotated, Commercial Law Article, as amended from time to time. This Contract shall be governed by the common law of Maryland relating to written agreements, as well as other statutory provisions, other than UCITA, which may apply, and shall be interpreted and enforced as if UCITA had never been adopted in Maryland. Vendor agrees that, as delivered to the University, the software does not contain any program code, virus, worm, trap door, back door, timer or clock that would erase data, or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its conditions, or manually on command of Vendor.
19. **EPA COMPLIANCE:** Materials, supplies, equipment and services shall comply in all respects with the federal Noise Control Act of 1972, where applicable. Power equipment, to the greatest extent possible, shall be the quietest available. Equipment certified by the US EPA as a Low Noise Emission Product pursuant to the Federal Noise Control Act of 1972 shall be considered to meet the intent of the regulation. The Contractor must supply and have immediately available to their employees spill containment equipment/supplies necessary to contain any hazards they may introduce to the job site. The Contractor is responsible for any and all costs incurred by the University in remediating spills or releases of materials he/she introduced onto the job site.
20. **MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS:** If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.
21. **TERMINATION FOR DEFAULT:** If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the University may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the University's option, become the University's property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the University can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.
22. **TERMINATION FOR CONVENIENCE:** The performance of work under this Contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the

University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

23. **TERMINATION OF MULTIYEAR CONTRACTS:** If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in the Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.
24. **DELAYS AND EXTENSIONS OF TIME:** The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a State Contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a sub-contractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.
25. **VARIATIONS IN ESTIMATED QUANTITIES:** [Delete is not applicable - if contract does not contain estimated quantity items.] No equitable adjustment shall be permitted in favor of either the State of Maryland or the Contractor in the event that the quantity of any pay item in this Contract is an estimated quantity and the actual quantity of such pay item varies from the estimated quantity stated in the Contract.
26. **LIQUIDATED DAMAGES:** [To be included where deemed appropriate by the Procurement Officer or insert "N/A"]
27. **SUSPENSION OF WORK:** The procurement officer unilaterally may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the University.
28. **PRE-EXISTING REGULATIONS:** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.
29. **FINANCIAL DISCLOSURE:** The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.
30. **POLITICAL CONTRIBUTION DISCLOSURE:** The Contractor shall comply with Article 33, Sections 14-101 through 14-104, of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year under which the person receives in the aggregate \$100,000 or more shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or

contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

31. **RETENTION OF RECORDS:** The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the University hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.
32. **AUDIT:** The University reserves the right to request an independent review of the Contractor's financial operations and overall contract compliance ("Review"). The Review would be at the Contractor's expense and comprised of an agreed upon procedures engagement by an independent certified public accountant with a protocol acceptable to both parties at the time of the request.
33. **COMPLIANCE WITH LAWS:** The Contractor hereby represents and warrants that:
- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
  - B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
  - C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
  - D. It shall obtain at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Contract.
34. **COST AND PRICE CERTIFICATION:** By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:
- A. A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the procurement officer; or
  - B. A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the procurement officer.
  - C. The price under this Contract and any change order or modification hereunder, including profit or, fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.
35. **TRUTH-IN NEGOTIATION CERTIFICATION:** [Mandatory provision for architectural services or engineering services contracts exceeding \$100,000. It shall be in substantially the same form as follows: or insert "N/A" if not applicable.] The Contractor by submitting cost or price information, including wage rates or other actual unit costs, certifies to the best of its knowledge, information and belief, that:

- A. the wage rates and other factual unit costs supporting the firm's compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;
- B. if any items of compensation were increased due to the furnishing of inaccurate, incomplete or noncurrent wage rates or other units of costs, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The University's right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and
- C. If additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or noncurrent wage rates and other factual costs.

- 36. **PAYMENT OF UNIVERSITY OBLIGATIONS:** Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the University's receipt of a proper invoice from the Contractor. Each such invoice must reflect the Contractor's federal tax identification number. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, and are prohibited.
- 37. **SET-OFF:** The University may deduct from and set-off any amounts due and payable to the Contractor any back-charges or damages sustained by the University by virtue of any breach of this Contract by the Contractor or by virtue of the failure or refusal of the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.
- 38. **INDEMNIFICATION:** The University shall not assume any obligations to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this Contract.
- 39. **PROHIBITION AGAINST SHIFTING MARYLAND INCOME TO OUT-OF-STATE AFFILIATES:** Contractor may not, for any period during the Contract term, seek to reduce the amount of Contractor'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 tangible property associated with Contractor. Contractor 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, Contractor and the affiliated company shall file separate Maryland income 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.
- 40. **ENTIRE AGREEMENT:**
  - A. This Contract constitutes the entire agreement of the parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the parties with respect to the subject matter hereof. This Contract is intended by the parties as the final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement.
  - B. Headings: All headings are for reference purposes only and must not affect the interpretation of this Contract. All references to days in this Agreement mean calendar days, unless otherwise expressly stated.
  - C. Partial Invalidity. Any provision of this Contract which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.
  - D. Notices. Any notice required to be given hereunder shall be deemed to have been given either when served personally, by facsimile, or when sent by first class mail addressed to the parties at the addresses set forth in this Agreement.
  - E. Counterparts. This Contract may be executed simultaneously, in two (2) or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to any other counterpart.

41. **CONTRACT CONTROLS**: It is mutually agreed that any attached contract, or addenda thereto, by and between the University and the Contractor pertaining to this Contract is supplemental and subordinate to this University of Maryland, Baltimore County Contract. The terms and conditions of this University of Maryland, Baltimore County Contract shall, at all times and in all events and situations, be controlling.
42. **USE OF CONTRACTOR'S FORMS NOT BINDING ON STATE**:
- A. The use or execution by the University of any forms, orders, agreements, or other documents of any kind, other than the Contract documents, used pursuant to or in the administration of any contract awarded by the University to the Contractor, shall not bind the University to any of the terms and conditions contained therein except those provisions:
- (1) Generally describing for the purposes of ordering: equipment or services to be provided, locations, quantities, delivery or installation dates, and, to the extent consistent with the Contract Documents, prices; and
- (2) not otherwise inconsistent with the Contract Documents.
- B. Any such form, order, or others document shall not vary, modify, or amend the terms and provisions of the Contract Documents, notwithstanding any provision to the contrary in such document, unless all of the following conditions are met:
- (1) the document expressly refers to the particular document and provision of the Contract Documents being modified and plainly and conspicuously identifies any modifications thereto as a modification; and
- (2) the document is executed on behalf of the University by the procurement officer; and
- (3) execution of the document is approved by the procurement authority whose approval is required by law.
43. **SSIGNMENT**: This Contract and the rights, duties, and obligations hereunder may not be assigned or subcontracted by Contractor without the prior written consent of the University.
44. **WAIVER OF JURY**: UNIVERSITY AND CONTRACTOR, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THEY ARE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS CONTRACT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES WHO ARE NOT PARTIES TO THIS CONTRACT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY UNIVERSITY AND CONTRACTOR, WHO HEREBY REPRESENT AND WARRANT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY AN INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.
45. **MARYLAND LAW**: This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflicts of law or choice of law principles.
46. **SUCCESSORS AND ASSIGNS**. This Agreement will bind upon and inure to the benefit of the parties hereto and their respective personal representatives/successors and assigns. Successors and assigns shall agree to assume in writing the obligations under this Contract.
47. **CONTRACT AFFIDAVIT**: The Contract Affidavit required by the USM Procurement Policies and Procedures, consisting of Authorized Representative statement, Certification of Corporate Registration and Tax Payment, and Certain Affirmations Valid is attached and is a part of this Contract that must be executed by an authorized representative of the Contractor.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on their behalf by the undersigned as of the date first shown above.

Contractor: \_\_\_\_\_

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

University of Maryland Baltimore County

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

**END OF APPENDIX C**

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**APPENDIX D**  
**OTHER GENERAL INFORMATION FOR PROPOSERS**

## Appendix D – Other General Information For Proposers

1. General Definitions
  - 1.1 Award means the decision by the University to execute the purchase agreement or contract after all necessary approvals have been obtained.
  - 1.2 COMAR refers to the *Code of Maryland Regulations*.
  - 1.3 Contract means the agreement entered into by the University as a result of this solicitation.
  - 1.4 Contractor means the successful Proposer receiving a contract as a result of this solicitation.
  - 1.5 MBE means “Minority Business Enterprise” which is any legal entity other than a joint venture, organized to engage in commercial transactions which is at least 51 percent-owned and controlled by one or more minority persons, or a nonprofit entity organized to promote the interests of the physically or mentally disabled as certified by the Maryland Department of Transportation. .
  - 1.6 Proposer means any person submitting a response to an RFP.
  - 1.7 Proposals means the response by a Proposer to a request for proposals issued by a procurement agency to obtain goods or labor. The response may include but is not limited to a Proposer’s price and terms for the proposed contract, a description of technical expertise, work experience, and other information requested in the solicitation.
  - 1.8 RFP means Request for Proposal(s).
  - 1.9 USM means the University System of Maryland.
  
2. The following general information is provided and must be carefully followed by all Proposers to insure that proposals are properly prepared.
  - 2.1 Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed by a duly authorized person.
  - 2.2 Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent of the corporation must be accompanied by evidence of his or her authority.
  - 2.3 All material submitted in response to this RFP becomes the property of the University and will only be returned to the Proposer at the sole option of the University.
  - 2.4 Addenda and Amendment to the RFP  
The University reserves the right to amend this RFP at any time prior to the proposal due date. If it becomes necessary to revise any part of this RFP, notice of the revision will be given in the form of an addendum, which will be posted on the University’s eBid Board.  
  
It is the responsibility of the Proposers to check the University’s website.  
  
The “**Acknowledgement of the Receipt of Addenda**” Form (Appendix A) for all amendments, addenda, and changes issued shall be required from all Proposers receiving the RFP. It is the responsibility of each Proposer to check for announcements, addenda, and other current information regarding this solicitation. Failure to acknowledge receipt of addenda does not relieve the Proposer of the responsibility to perform as required by all RFP documents including addenda or changes thereto. Therefore, Proposer must make sure that all addenda has been received and acknowledged to avoid later conflict.
  - 2.5 Cancellation of The RFP  
The University reserves the right to cancel this RFP, in whole or in part, at any time before the opening of the proposals. Should it become evident during the evaluation of the proposals that it is no longer in the best interest of the University to make an award under this solicitation, the University reserves the right to cancel the RFP. The University will not be responsible for any costs incurred due to cancellation of the RFP.

- 2.6 Rejection of Proposals  
The University reserves the right to reject any and all proposals, in whole or in part, if (among other reasons):
- .1 In the determination of the University, if the pricing proposed is unrealistic or exceeds available funding.
  - .2 The Proposer takes exception to the terms and conditions of this RFP;
  - .3 The Proposer fails to comply with the requirements set forth herein for participating in this RFP process;
  - .4 The University determines that the proposal is incomplete in any way; or
  - .5 The Proposer fails to meet any of the requirements/specifications set forth in this solicitation;
  - .6 The University determines that the proposal is not in its best interest.
- The University will not be responsible for any costs incurred due to rejection of the RFP.
- 2.7 Minor Irregularities or Deficiencies in Proposals  
The University may request clarifications from any Proposer under consideration. If the University determines that a Proposer has made a minor irregularity or deficiency, the University reserves the right to waive any minor irregularity or deficiency or to allow a Proposer a reasonable opportunity to cure the minor irregularity or deficiency. Such a clarification will not be considered an amendment to the Proposal.
- 2.8 Alternate Solution Proposals  
Vendors may not submit an alternate to the solution given in this RFP.
- 2.9 Withdrawal of Proposals  
Proposals may be withdrawn only if a request is made in writing before the due date and time. No amendment or withdrawal will be permitted after the due date and time.
- 2.10 Incurred Expenses  
The University will not be responsible for any costs incurred by any Proposer in preparing and submitting a proposal.
- 2.11 Proposal Bond: Intentionally omitted.  
Proposals must be prepared simply and economically, providing a straightforward, concise description of the Proposer's proposal to meet the requirements of the RFP.
- 2.12 Performance Bond: The successful Contractor shall furnish a Performance Bond in the amount of one hundred (100%) of the total estimated first year Contract price. At the effective date of any renewal term, the contractor shall furnish a Performance Bond applicable to the next 12-month period of the term, increased or decreased by the percentage that the estimated first year cost would be adjusted over the preceding year.
- 2.13 Evidence of Responsibility  
Prior to the award of a contract pursuant to this RFP, the Procurement Officer may require a Proposer to submit such additional information bearing upon the Proposer's ability to perform the contract as the Procurement Officer deems appropriate. The Procurement Officer may also consider any information otherwise available concerning the financial, technical, and other qualifications of the Proposer.
- 2.14 Other Certifications  
State procurement regulations require that proposals contain certifications regarding non-collusion, debarment, cost and price. The affidavit form, which must be completed by all respondents and returned with their respective responses, is included in Appendix A.

2.15 Execution of Proposals

All proposals shall be legibly prepared and shall be signed in ink as and where specified.

Proposals are required to be executed as follows, depending on the Proposer's form of business organization:

- .1 **Sole Proprietorship** – signed by proprietor with full name address.
- .2 **Partnership and Joint Venture** - If a proposal is submitted by a partnership (including a joint venture), it must be submitted in the partnership name. The partnership name and the identity of each general partner must be made clear and all affidavits and certificates must be executed on behalf of the partnership or on behalf of each general partner. No provision of any agreement among partners will be binding on the State unless it is disclosed in the proposal. Reasonable evidence satisfactory to the State of the authority of one partner to bind the other purported partner(s) must also be given in the proposal. It is recommended that the proposal contain a copy of the partnership agreement, if one exists. If no partnership agreement exists and if the number of general partners is reasonably small, each general partner must execute all required documents, including proposals. At the State's option all general partners may be required to sign the proposal. Failure to present the State with satisfactory information concerning a purported partnership may be grounds for finding a proposal unacceptable.
- .3 **Corporation** – An officer or authorized agent of the corporation shall sign his/her full name, indicate his/her title and include the name and address of the corporation. In the case of an authorized agent, a letter from an officer of the corporation authorizing said individual to act on behalf of the corporation must be included.

2.16 Arrearage

By submitting a response to this solicitation, a vendor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits and that it shall not become so in arrears during the term of the contract is selected for contract award.

2.17 Indemnification and Responsibility for Claims and Liability

With respect to any contract, which results from this solicitation, Proposer must note the following:

- .1 The Contractor shall indemnify, save harmless and defend, the University of Maryland, Baltimore County, its 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, its employees, agents, or subcontractors, of the work covered by this Contract.
- .2 The State has no obligation to provide legal counsel or defense or pay attorney's fees to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to the contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- .3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- .4 The Contractors shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or related to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

## 2.18 Insurance

- .1 The Contractor shall secure, pay the premiums for, and keep in force until the expirations of this Contract, and any renewal thereof, adequate insurance as provided below, adequate insurance to specifically include liability assumed by the Contractor under this Contract.
  - a. Commercial 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
  - b. Workmen's Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland.
  - c. Property damage liability insurance with a limit of not less than \$2,000,000 for each accident.
  - d. If automotive equipment is used in the operation, 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 than \$2,000,000 for each accident.
- .2 All policies for liability protection, bodily injury or property damage must specifically name or its face, the University of Maryland Baltimore County as an additionally named insured as respects to operations under the contract and premises occupied by the Contractor provided, however, with respect to the Contractor's liability for bodily injury or property damage under items above, such insurance shall cover and not exclude Contractor's liability for injury to the property of the University of Maryland Baltimore County and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees or guests of the University of Maryland Baltimore County.
- .3 Each insurance policy shall contain the following endorsements: "It is understood and agreed that the Insurance Company shall notify in writing Procurement Officer thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy." A certificate of each policy of insurance shall be furnished to the Procurement Officer. With the exception of Workmen's Compensation, upon the request of the Procurement Officer a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company, shall be furnished to the Procurement Officer. A certificate of insurance for Workmen's Compensation together with a properly executed endorsement for cancellation notice shall also be furnished. Following the notice of Contract award, the requested Certificates and Policies shall be delivered as directed by the Procurement Officer. Notices of policy changes shall be furnished to the Procurement Officer.
- .4 All required insurance coverage must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the University. The insurers must have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.
- .5 Each insurance policy shall contain the following endorsements: "It is understood and agreed that the Insurance Company shall notify in writing the Assistant Vice President for Administrative Services thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy." A certificate of each policy of insurance shall be

furnished to the Procurement Officer. With the exception of Workmen's Compensation, a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company, shall be furnished to the Procurement Officer. A certificate of insurance for Workmen's Compensation together with a properly executed endorsement for cancellation notice shall also be furnished. The above policies and certificate shall be delivered to the Procurement Officer within fifteen (15) days following the date of notice of Contract award. The insurance companies providing the above coverage shall be satisfactory to the University. Notices of policy changes shall be furnished to the Procurement Officer.

- .6 Any contract that results from this solicitation and the rights, duties, and obligations hereunder may not be assigned or subcontracted by Contractor without the prior written consent of the University.

**END OF APPENDIX D**

**APPENDIX E**

**UNIFORM SPECIFICATIONS  
MAT SPECIFICATIONS**

**UNIFORM SPECIFICATIONS**

**1. Color of Uniforms**

Pants-	Black Cargo Style
Polo Shirts-	Black/Khaki; Black/White
Coveralls-	Navy
Work Shirts-	Black long sleeve and short sleeve (Auto Shop only- approx. five (5) employees)

**2. 100% Polyester Polo Shirt**

- A. Three (3) button placket with multicolored, khaki, black, with black collar and cuffs. Left chest pocket. Above chest pocket-1.5/3.5- “UMBC Facilities Management” on black patch w/ Athletic gold lettering. Size medium to 6XL.
- B. Three (3) button placket with multicolored, black, white with black collar and cuffs. Left check pocket. Above chest pocket-1.5/3.5-“UMBC Mail Services” on Athletic gold patch w/black lettering. Size medium to 6XL.

**3. 65/35 Polyester/Cotton Black Cargo Pant**

Comfort Flex fabric, two (2) snap/ button – closure cargo pockets, two (2) front pockets. Sizes 28” waist up to 60” waist.

**4. 65/35 Short Sleeved Work Shirt in Black**

All shirts must be 65/35 poly-cotton comfort fabric, to be light weight, breathable. Shirts will have two (2) chest pockets with button closure and no flap, lined collar with collar stays, seven (7) buttons in front, no snap or gripper at collar.

**5. 65/35 Long Sleeved Work Shirt in Black**

All shirts must be 65/35 poly-cotton comfort fabric, to be light weight, breathable. Shirts will have two (2) chest pockets with button closure and no flap, lined collar with collar stays, seven (7) buttons in front, no snap or gripper at collar.

**6. Cotton Coveralls**

100% Cotton coveralls. Coverall shall have 2 extra deep front inset pockets, 2 rear pockets, 2 large double stitched chest pockets and a reinforced tool pocket on the right leg. The coverall shall have a solid brass breakaway zipper, elastic waist band and snap wrist closures.

**7. Uniform Jackets, T-Shirts and Hats**

Provide pricing for purchase of the following uniform items, should the University choose to do so:

- A. Long sleeve, hooded, zip-front with two (2) pouch pockets, black thermal-lined sweatshirt 10oz. with Athletic Gold University Logo screened on left chest.
- B. Low profile black cap with sewn eyelets, slide closure with hidden tab. 65/35 poly-cotton twill Athletic Gold UMBC logo embroidered.
- C. 100% heavy weight black cotton short sleeve pocket t-shirt with UMBC logo screened left chest Athletic Gold UMBC logo embroidered for both Facilities Management and Mail Services.

**A sample along with one (1) photo of each item must be delivered to the UMBC Procurement Department along with your proposal.**

## **MAT SPECIFICATIONS**

### **Walk-Off Mats/General**

1. All mats are to be 100% continuous filament nylon yarn tufted into non-woven polypropylene primary backing--Tufted on 3/16" gauge tufting machine to insure greatest yarn density.
2. The mats should be made of solution dyed nylon, with a color coordinated Nitrile rubber backing and must be black in color.
3. Mats must be capable of absorbing a minimum of 1.2 gallons of water per square yard.
4. All mats must be in superior condition. Worn or soiled mats will not be accepted under any circumstances.

**A sample along with one (1) photo of the mat must be delivered to the UMBC Procurement Department along with your proposal.**

**END OF APPENDIX E**

**END OF RFP DOCUMENT**