The following amends the above referenced RFP documents. Receipt of this addendum must be acknowledged by completing the enclosed "Acknowledgement of Receipt of Addenda" Form and submitting it along with the Technical Proposal you return to the University.

The due date and time for the Technical Proposal to be submitted to the University remains the same, **Friday, February 17, 2012 by 3:00 p.m.** to the issuing office.

A. **CORRECTION:**

The estimated size of each project is incorrect. Under Section 400: Scope of Work, Article 1: General Provisions, Paragraph 6, **DELETE** "$5,000 TO $7,000", and **REPLACE** with "$15,000 to $25,000".

B. **CLARIFICATION:**

1. **SINGLE OR MULTIPLE AWARDS**

   The University reserves the right to make a single or multiple awards, whichever is in the University’s best interest as it determine in its sole discretion, per the following sections:

   a) Section 100, I: Instructions to Proposers For the On Call Mechanical Contractors; Section Q. Proposal Acceptance.
   b) Section 300: Proposals, Evaluations and Forms; Article 4, Section C, Final Proposal Rating, Paragraph 4.
   c) Section 400: Scope of Work, Article 1, General Provisions, Paragraph 3.

2. **INSURANCE**

   The successful vendor will be required to document proof of insurance for Commercial General Liability, Worker's Compensation, and Automobile insurance. The University of Maryland Baltimore County and the State of Maryland are to be named as an "additional insured" on all but Worker's Compensation.

   **NOTE:** INSURANCE MUST BE ON A PRIMARY BASIS. CONTRACTUAL REQUIREMENTS MUST BE CLEARLY INDICATED ON CERTIFICATE OR BY ENDORSEMENTS.
1. The following conditions for insurance must be met by the Vendor:

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

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

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

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

e. NAMED ADDITIONAL INSURED - The University of Maryland Baltimore County and the State of Maryland (including their elected or appointed officials, agents and employees) are to be named as additional insured under all coverage except Workers Compensation, and the certificates of insurance (or the certified policies, if requested), must so indicate through inclusion of appropriate endorsement. Coverage afforded under this paragraph shall be primary to any other insurance of self-insurance, whether or not such other insurance or self-insurance is stated as primary, excess or contingent, as respects the above additional insured,
their elected and appointed officials, agents and employees.

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

d. Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering service exclusion that would preclude University of Maryland Baltimore County or participation institutions from supervising or inspecting the operations of the contractors as the end result.

h. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of agents or subcontractors and anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

i. All required insurance coverage must be acquired from insurers allowed to do business in the State of Maryland and acceptable to University of Maryland Baltimore County. 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.

j. The University of Maryland Baltimore County will consider deductibles or self-insured retention as part of its review of the financial stability of the proposer. Any deductibles or self-insured retention shall be disclosed in the Contractor's proposal and shall be assumed by the Contractor.

2. The Contractor shall purchase the following insurance coverage:

a. **Commercial General Liability Insurance** or its equivalent, for bodily injury, personal injury and property damage, including loss of use. It is preferred that coverage be provided on an "occurrence" basis. If "claims made" forms are submitted, the requirements noted after section "4.1 and 4.2"
below must be met. Such Commercial General Liability policy shall include the following extensions:

i. It is preferred that the General Aggregate Limit applies separately to this project:

ii. Premises/Operations:

iii. Actions of Independent Contractors:

iv. Products/completed Operations to be maintained for three (3) years after completion of the contract.

v. Contractual Liability including protection for the Contractor for claims arising out of liability assumed under this contract.

vi. Personal injury liability including coverage for offenses related to employment, and for offenses assumed under this contract (delete any standard employment and contractual exclusions if contained in the personal injury coverage section):

b. **Business Automobile Liability** which will pay for liabilities arising out of accidents involving the ownership, operation, maintenance or use of any owned, hired, or non-owned motor vehicles, uninsured motorists’ insurance and automobile contractual liability.

**NOTE:** INSURANCE MUST BE ON A PRIMARY BASIS. CONTRACTUAL REQUIREMENTS MUST BE CLEARLY INDICATED ON CERTIFICATE OR BY ENDORSEMENTS

c. **Workers Compensation** - statutory benefits are required by Maryland law or other laws as required by labor union agreements, including standard Other States coverage; Employers Liability coverage.

3. The coverage listed in Section III, Item G-2, above shall be written for not less than the following limits of liability. **Limits can be furnished by a combination of primary and excess (umbrella) policies.**

a. Commercial General Liability Insurance including all extensions -
   - $2,000,000 each occurrence;
   - $2,000,000 personal injury;
   - $2,000,000 products liability;
   - $2,000,000 general aggregate
b. Business Automobile Liability - $2,000,000 each accident

c. Workers Compensation insurance - statutory requirements. Employers liability insurance - $1,000,000 each accidental injury; and $1,000,000 each employee, $1,000,000 policy limit for disease.

4. **Tort-Claim Act** - It is agreed that the contractor and its insurers will not raise or use, in the adjustment of claims or in the defense of suits against any participating USM institution, any immunity of the insured from tort liability, (including Maryland Tort Claim Act), including any limitation of liability, unless requested by any participating institution.

**NOTE**: If insurance required in terms 2.iv and v above has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described above remain the same. The Contractor must either:

1. Agree to provide certificates of insurance evidencing the above coverage for period of three (3) years after final payment for the contract. Such certificates shall evidence a retroactive date no later than the beginning of the Contractor's or subcontractor's work under this contract,
   or
2. Purchase an extended [minimum three (3) years] reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

3. The "retroactive date" must be effective prior to the inception of the work under this contract.

4. No "sunset" clauses shall apply.

5. **Additional information**: The awarded firm(s) will provide all endorsements from the insurer itself (rather than the agent); and there will be a request to see all coverage declaration pages together with all endorsements (to confirm compliance with the coverage requirements.)

A CERTIFICATION LETTER FROM AN AUTHORIZED BROKER OR AGENT THAT ALL REQUESTED COVERAGES ARE AVAILABLE AND WILL BE PROVIDED TO THE CONTRACTOR UPON AWARD OF THIS CONTRACT SHOULD BE PROVIDED WITH THE TECHNICAL PROPOSAL.
B. **QUESTIONS AND ANSWERS:**

1. **QUESTION:** Is the work under this contract scheduled jobs or emergency repairs?
   
   **ANSWER:** The main intent of the contract is to have an On-Call Mechanical Contractor identified for scheduled maintenance and planned projects. However, should an emergency occur, the Contractor is required to respond.

2. **QUESTION:** A copy of the Master Plumbers License is required to be submitted with the Technical Proposal. Is the Master HVAC License required as well?
   
   **ANSWER:** A copy of the Firm’s Plumbing License and HVACR License, as well as the Business License are due with the Technical Proposal.

3. **QUESTION:** Who is the incumbent on this project?
   
   **ANSWER:** This is a new procurement. There is no incumbent.

4. **QUESTION:** Is the replacement equipment already identified for each project?
   
   **ANSWER:** In some instances, Facilities Management may have already identified equipment for the project. In other instances, we would rely on the Contractor to recommend the appropriate equipment to meet the need of the project. This would be decided on a project-by-project basis.

5. **QUESTION:** How are the projects initiated for this contract? Are there projects ready to be completed now?
   
   **ANSWER:** Depending upon UMBC’s budget, the urgency, and resources available, the Facilities Management committee determines which projects will be scheduled and when.

Enclosures: Acknowledgement of Receipt of Addenda Form

Cc: Procurement File

END OF ADDENDUM #1 DATED 02/07/12

This addendum was posted to the University’s eBid Board, eMaryland Market and GOMA on 02/07/12.

(Original with enclosures were not mailed)
On-Call Mechanical Contractor
Addendum #1

RFP Bid No.: BC-20726-P

Technical Proposal
Due Date: Friday, February 17, 2012 at 3:00 P.M.

Bid for: On Call Mechanical Contractor

Name of Bidder: ________________________________

Acknowledgement of Receipt of Addenda

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

Addendum No. 1 dated 02/07/12

Addendum No. ______ dated _______

Addendum No. ______ dated _______

Addendum No. ______ dated _______

Addendum No. ______ dated _______

As stated in this Addendum, this form is to be returned within your Technical Proposal.

______________________________
Signature

______________________________
Printed Name

______________________________
Title

______________________________
Date

END OF FORM