REQUEST FOR PROPOSAL FOR ON-CALL INDUSTRIAL HYGIENE MONITORING AND ENVIRONMENTAL ASSESSMENT CONTRACTING AT THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY

RFP# BC-20761-R

ISSUE DATE: September 22, 2011

PRE-PROPOSAL MEETING: Not applicable

TECHNICAL PROPOSAL DUE DATE: THURSDAY, OCTOBER 13, 2011 on or before 4:00 p.m.

ANTICIPATED PRICE PROPOSAL DUE DATE: TUESDAY, NOVEMBER 8, 2011 on or before 4:00 p.m.

DELIVER PROPOSALS TO:

ISSUING OFFICE: UNIVERSITY OF MARYLAND, BALTIMORE COUNTY OFFICE OF PROCUREMENT SERVICES ADMINISTRATION BUILDING, #301 1000 HILLTOP CIRCLE BALTIMORE, MD 21250

NOTE: This is a Small Business Reserve Procurement for which award is limited to certified Small Business vendors. Only businesses that meet the requirements set forth in State Finance and Procurement Article, §§ 14-501 – 14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award.
ON-CALL INDUSTRIAL HYGIENE MONITORING AND ENVIRONMENTAL ASSESSMENT
CONTRACTING
AT THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
RFP #BC-20761-R
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ATTACHMENT A  The following forms are to be submitted by each proposer as indicated in the RFP documents herein:

- Bid/Proposal Affidavit
- Firm Experience Form
- Key Personnel Form & Attachment
- Company Profile Form
- Acknowledgement of Receipt of Addenda Form (if applicable)

ATTACHMENT B  The following forms are to be submitted/signed only by the successful firm:

Contract Affidavit Form
UMBC Contract

ATTACHMENT C  Price Proposal Form
This is a Small Business Reserve Procurement for which award is limited to certified Small Business vendors. Only businesses that meet the requirements set forth in State Finance and Procurement Article, §§ 14-501 – 14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award.

For the purposes of a Small Business Reserve procurement, a small business is a for profit business, other than a broker, that meets the following criteria:

- It is independently owned and operated;
- It is not a subsidiary of another business;
- It is not dominant in its field of operation;
- Its wholesale operations did not employ more than 50 persons, and its gross sales did not exceed an average of $2,000,000 in its most recently completed 3 fiscal years;*
- Its retail operations did not employ more than 25 persons, and its gross sales did not exceed an average of $2,000,000 in its most recently completed 3 fiscal years;*
- Its manufacturing operations did not employ more than 100 persons, and its gross sales did not exceed an average of $2,000,000 in its most recently completed 3 fiscal years;*
- Its service operations did not employ more than 100 persons, and its gross sales did not exceed an average of $2,000,000 in its most recently completed 3 fiscal years;* and
- Its construction operations did not employ more than 50 persons, and its gross sales did not exceed an average of $7,000,00 in its most recently completed 3 fiscal years.*

* If a business has not existed for three years, the employment and gross sales average(s) is the average for each year or part of a year during which the business has been in existence.

Further information on the certification process is available at [www.dgs.state.md.us](http://www.dgs.state.md.us) and click on the Small Business Reserve hyperlink. **Firms must be listed on the DGS website as a certified Small Business to be eligible for award.** Firms may register online at the link above.
I. INSTRUCTIONS TO PROPOSERS

A. OBJECTIVES

1. The objective of this Request for Proposal is to select On-Call Industrial Hygiene Monitoring and Environmental Assessment Consultant(s) to provide all monitoring services for Asbestos/Lead Abatement projects, and Environmental Assessments Phase I & II and/or Indoor Air Quality (IAQ) Assessment to include mold or fungal testing and evaluation on a time and material not to exceed basis as specified by authorized personnel of University of Maryland, Baltimore County. (See Section 00400, for a more detailed description). Proposers are to submit only their Technical Proposal at this time.

2. The Contract is to be for an initial period of three (3) years from date of award. The University retains, at its sole discretion, the right to renew any resulting contract(s) for five (5) additional one year periods, with no increase in the Consultant's quoted unit prices and mark-up, except as noted in Section 00400, Article 2 - Special Conditions, Paragraph B.

3. All work performed under this contract shall be in accordance with Technical Specifications for On-Call Industrial Hygiene Monitoring & Environmental Services for the University of Maryland, Baltimore County dated September 2011.

4. The University of Maryland, Baltimore County's Procurement Service Office will be the Issuing Office for this procurement.

B. INSTRUCTIONS FOR SUBMITTAL OF REQUEST FOR PROPOSALS

For detailed information on preparation and submittal of Request for Proposals, see Section 00300 "Proposals, Evaluation, Forms"

C. ISSUING OFFICE

1. The Issuing Office is:
   UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
   Procurement Services
   Administration Building, Room #301
   1000 Hilltop Circle
   Baltimore, MD 21250

   Attn: Mallela Ralliford
   410-455-2071
   Fax # 410-455-1009
   email: mralliford@umbc.edu
The Issuing Office shall be the sole point of contact with the University for purposes of preparing and submittal of this proposal. All questions are to be directed to the Issuing Office.

D. PRE-PROPOSAL CONFERENCE

Given the nature of this on call work, a Pre-Proposal Conference will not be conducted.

E. TERMINOLOGY

All references in the Request for Proposal to Consultant, Proposer, Architect, and other persons are made relative to the singular person, male gender (e.g. "he", "him", "his", etc.). These are intended only as generic terms relative to number and gender, and are employed solely to simplify text and to conform with commonly used construction specifications language.

F. QUESTIONS AND INQUIRIES

1. All questions and inquiries with regard to any aspect of this RFP must be directed in writing to the Issuing Office via email to Mallela Ralliford.

2. Oral explanations or instructions will not be binding; only written Addenda will be binding. Any Addenda resulting from these requests will be posted on UMBC’s eBidBoard (___________). The Proposer shall acknowledge the receipt of all addenda by submitting the Acknowledgement of Receipt of Addendum Form.

G. DUE DATE AND TIME:

1. One original, plus five (5) copies (total of 6), of each Technical Proposal in this Request for Proposal must arrive at the Issuing Office by Thursday, October 13, 2011 on or before 4:00 p.m. in order to be considered. Consultants are requested to clearly mark the original copy as such. Late proposals will not be considered.

2. Price Proposals will only be requested from those firms whose technical proposal achieve the required minimum or better technical score (see Section 00300 for further details). The due date for price proposals will be set upon completion of the technical evaluation, however, the University anticipates the bid price due date to be on or about, November 8, 2011.

3. Proposers mailing Proposals (Technical Proposals and/or Price Proposals) shall allow sufficient mail delivery time to insure receipt by the Issuing Office. Technical Proposals or unsolicited amendments to Request for Proposal arriving after the due date and time will not be considered.

4. The UMBC Procurement Office is accessible by the general public between the hours of 8:30 a.m. until 5:00 p.m. Monday through Friday with the exception of legal holidays. Vendors must allow sufficient time in submitting replies to solicitations to insure timely receipt by the Issuing Office.
H. LATE PROPOSALS CANNOT BE ACCEPTED

Proposals are to be delivered to the University's Office of Procurement, Room 301, UMBC Administration Building, 1000 Hilltop Circle, Baltimore, MD 21250. The University recommends against use of mail or delivery services, which will not guarantee delivery directly to Room 301. Proposals delivered to the campus central mail facility or to locations other than Room 301 will not be considered "received" by the University Office of Procurement until they arrive at Room 301 and are clocked in. The University will not waive delay in delivery resulting from need to transport a proposal from another campus location to Room 301, or error or delay on the part of the carrier.

I. SITE INVESTIGATION

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

J. BID SECURITY/PERFORMANCE AND PAYMENT BONDS

Due to the "On-Call" nature of this procurement, a bid security and/or performance and payment bonds are not required.

K. RIGHT TO REJECT PROPOSALS AND WAIVE INFORMALITIES

The University reserves the right to reject any and all proposals or to accept any proposal in the interest of the State of Maryland. For the same reason, the University reserves the right to waive any technicality or minor irregularity in a Request for Proposal.

L. PROPOSALS FIRM FOR 120 DAYS

All proposal prices shall be firm for one hundred twenty (120) calendar days from the Request for Proposal due date. This period may be extended by written mutual agreement between the Proposer and the University.
M. LICENSES AND QUALIFICATIONS

Proposers must be licensed as required by the State of Maryland under COMAR 10.18.23 and shall submit proof of current licensing with their technical proposal.

1. The Supervising Certified Industrial Hygienist and the Industrial Hygienist credentials:
   Personnel shall have completed NIOSH Course #582, Sampling and Evaluating Airborne Asbestos Dust or an equivalent course satisfactory to the State.

2. The Industrial Hygienist credentials: It is highly preferable (and higher consideration in the technical evaluation will be given) if, the assigned IH’s be individually registered with the AIHA Asbestos Analyst Registry Program. However, if the proposer is registered as an entire firm, rather than each individual, this is acceptable.

N. Insurance Coverage Requirements:

The awarded firm(s) shall obtain and maintain from and after the date of the On Call Contract the following insurance:

   (i) Professional Liability insurance in an amount not less than $1,000,000;

   (ii) General Liability insurance in an amount not less than $1,000,000 from and after the date of the On Call Contract and through two (2) years after final acceptance by UMB of the projects done under this On Call Contract;

   (iii) Workmen's Compensation insurance per statutory requirements; and,

   (iv) Business Automobile Insurance

As a condition to the on call contract, the awarded firm(s) shall deliver to UMB, not later than the date of execution of the On Call Contract, a certificate of insurance verifying compliance with the above insurance requirements. Such Certificates/ Memoranda shall include the following: 1) a thirty (30) day cancellation notice with the certificate holder being the University of Maryland, Baltimore County; the University of Maryland, Baltimore County must be an additional insured on all insurance excepting Professional Liability and Worker’s Compensation; and, 3) insurers must be authorized to do business in Maryland and have a minimum Best rating for Class A for the policy holder’s rating and Class IX for the financial rating.

Any and all insurance obtained and maintained by the firm under this Agreement shall indicate, in form satisfactory to UMBC that UMBC may make a claim against such insurance.

Failure to do so shall be a material breach of the On Call Contract. In the event that the firm terminates, as a business entity, for any reason whatsoever, or in any manner whatsoever, the firm shall obtain and provide for the maintenance of professional liability insurance, specifically covering the firm’s obligations performed or to be performed under this Agreement, in the amount set forth herein for the remainder of the time set forth herein.
O. CLARIFICATIONS AND ADDENDA

Any addendum/amendments to the Request for Proposal must be acknowledged by persons and entities known to have been issued or otherwise to have received the RFP. An acknowledgement of Receipt of Addendum form is provided in Attachment A as well as on the Request for Proposal Price Form.

Should a Proposer find discrepancies in the proposal documents, or should be in doubt as to the meaning or intent of any part thereof he must not later than seven (7) days business days prior to the Technical Proposal due date, or the price proposal due date, request clarification in writing from the UMBC Issuing Office, who will issue a written Addendum to the Bid Documents. Failure to request such clarification is a waiver to any claim by the Proposer for expense made necessary by reason of later interpretation of the RFP documents by the University. Requests shall include the RFP number and name.

P. CANCELLATION OF THE REQUEST FOR PROPOSAL

The University may cancel this Request for Proposal, in whole or in part, at any time before the award of a contract.

Q. ECONOMY OF PREPARATION

Request for Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposers offer to meet the requirements of the Request for Proposal.

R. MINORITY BUSINESS ENTERPRISE NOTICE

1. There is no Minority Business Enterprises subcontracting requirement on this contract, however Minority Business Enterprises are encouraged to respond to the solicitation.

2. Proposers are encouraged to obtain minority participation where possible.

3. MBE’s must be certified by the Maryland Department of Transportation (MDOT) and not graduated from the applicable NASIC Code

S. MODIFICATIONS AND WITHDRAWAL OF REQUEST FOR PROPOSALS

1. Withdrawal of, or modifications to Technical Proposals and/or Price Proposals are effective only if written notice thereof is filed to the issuing Office prior to the time Technical Proposals or Bid Prices are due. A notice of withdrawal or modification to a Technical Proposal or Price Proposal must be signed by an officer with the authority to commit the company.

2. No withdrawal or modifications will be accepted after the time Technical Proposals or Price Proposals are due.
T. **FINANCIAL DISCLOSURE BY PERSONS DOING BUSINESS WITH THE STATE:**

Proposers providing materials, equipment, supplies or services to the University must comply with Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business which enters into contracts, leases or other agreements with UMB and receives in the aggregate $100,000, or more during a calendar year shall, within 30 days of the time when the $100,000 is reached, file with the Secretary of State a list containing the names and address of its resident agent, each of its officers, and any individual who has beneficial ownership of the contracting business.

U. **CONFIDENTIALLY/PROPRIETARY INFORMATION**

Proposers should give specific attention to the identification of those portions of their Technical Proposal which they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by the University under the Access to Public Records Act, State Government 9 Article, Title 10, Subtitle 6 of the Annotated Code of Maryland. Contractors must clearly indicate each and every section that is deemed to be confidential, proprietary, or a trade secret. It is not sufficient to preface your Technical Proposal with a proprietary statement.

V. **PROPOSAL/BID AFFIDAVIT**

The Proposal/Bid affidavit enclosed in this document (see Attachment A) must be executed by each responding contractor and submitted with their technical offer.

W. **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 delinquent during the term of the contract.

X. **MULTIPLE/ALTERNATIVE PROPOSALS**

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

Y. **DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

A debriefing of an unsuccessful proposer shall be conducted upon written request submitted to the procurement officer within ten (10) days after the proposer knew or should have known its proposal was unsuccessful. The debriefing shall be limited to discussion of the unsuccessful offeror's proposal only and shall not include a discussion of a competing offeror's proposal. Debriefings shall be conducted at the earliest feasible time. A summarization of the procurement officer's rationale for the selection may be given.
Z. SMALL BUSINESS RESERVE PROGRAM

Small Business preference applies to this solicitation. It is the intent of the University to award to certified Small Business’ under the State of Maryland Small Business Reserve Program.

AA. TERMS OF CONTRACT

By submitting a response to this solicitation, a firm shows acceptance of all terms and conditions contained in the bid document.

BB. MARYLAND PUBLIC ETHICS LAW, TITLE 15

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

If the proposer/offeror has any questions concerning application of the State Ethics Law to the proposer/offeror's participation in this procurement, it is incumbent upon the proposer/offeror to seek advice from the State Ethics Commission, 9 State Circle, Suite 200, Annapolis, Maryland 21401, 410-974-2068.

The procurement officer may refer any issue raised by a proposal to the State Ethics Commission. The procurement officer may require the proposer/offeror 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.

CC. USE OF AFFILIATES TO AVOID TAXATION ON INCOME FROM STATE CONTRACTS

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 payment made to an affiliated entity or affiliate's agent for the right to use trademarks, trade names, or other intangible property associated with Contractor. Contractor agrees that during the course of this contract it shall not make any such royalty or similar payment 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 returns and pay their respective Maryland income taxes in such a manner that Contractor does not claim a deduction against Maryland income tax for such payments, and the affiliated company receiving the royalty or similar payment files Maryland income tax returns and pays Maryland tax, 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.
DD. PAYMENTS TO CONTRACTORS BY ELECTRONIC FUNDS TRANSFER (EFT)

If the annual dollar value of this contract will exceed $500,000.00, the Bidder/Offeror is hereby advised that electronic funds transfer (EFT) will be used by the State to pay the Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants the Contractor an exemption.

By submitting a response to this solicitation, the Bidder/Offeror agrees to accept payments by EFT. The selected Bidder/Offeror shall register using form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

The form is available as a pdf file on the web site of the General Accounting Division of the Comptroller of Maryland. That web address is: http://compnet.comp.state.md.us/gad/agencyinfo/agencyeft.asp

END OF SECTION 00100
SECTION 00200

II. INFORMATION AVAILABLE TO PROPOSERS
SECTION 00200

I. INFORMATION AVAILABLE TO PROPOSERS

II. CONTRACT DOCUMENTS:

The following sections are contained within the RFP with other documents packaged separately as noted:

00100 Instructions to Proposers;
00200 Information Available to Proposers;
00300 Request for Proposals, Evaluation and Forms
00400 Scope of Work
00500 Intentionally omitted
00600 Intentionally omitted

Attachment A UMBC Forms required with Technical Proposal Submittal:
- Bid Proposal Affidavit
- Acknowledgement of Receipt of Addenda
- Key Personnel Form
- Firm Experience Form
- Company Profile

Attachment B UMBC Forms required to be signed/provided by the Selected IH at time of contract award (i.e., Contract Affidavit and UMBC’s Contract)

Attachment C Price Proposal Form

The following Contract Documents are packaged separately from this Request for Proposal RFP #BC-20761-R:

1. Technical Specifications are a separate document and are posted on UMBC’s eBidBoard
2. Any Addenda which may be issued prior to the Proposal Due Date

All of these materials will be included in the Contract with the University awarded as a result of this solicitation. The Proposer by submitting its offer agrees that if awarded the Contract, that is, as Industrial Hygiene Monitoring and Environmental Assessment Contractor, will be bound under the Contract to all the terms and conditions thereof.
III. PRE-PROPOSAL CONFERENCE

1. Given the nature of this on call contract, a Pre-Proposal meeting will not be conducted.

2. Attention is directed to the following provisions in Section 00100:

   F. Questions and Inquiries
   I. Site Investigation
   N. Clarification and Addenda

IV. AVAILABLE RECORD DOCUMENTS:

1. The Facilities Management Office, upon request, will make accessible to the Proposers any available record drawing, utility plans, and other data pertinent to existing conditions to the extent that such material is available.

2. The University, however, can offer no assurances that such drawings, property, description, or other data are accurate, current or complete.

3. The Proposers shall assume the responsibility for cost of reproduction.

END OF SECTION 00200
SECTION 00300

III. PROPOSALS, EVALUATION AND FORMS
SECTION 00300

PROPOSALS, EVALUATION, AND FORMS

ARTICLE 1
INTRODUCTION/OVERVIEW

A. TRANSMITTAL LETTER

A transmittal letter prepared on the Proposer's business stationery must accompany the Technical Proposal Submittal. The purpose of this letter is to transmit the proposal; therefore, they should be brief, but shall list all items contained within the Technical Proposal. The letter must be signed by an individual who is authorized to bind his firm to all statements, including services and financial, contained in the bid.

B. SIGNING OF FORMS

The Technical Proposal and Price Proposal, if submitted by an individual, shall be signed by the individual; if submitted by a partnership or joint venture, shall be signed by such member or members of the partnership or joint venture as have authority to bind the partnership or joint venture; if submitted by a corporation, 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 of 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. Signatures shall be under seal, i.e.: indicated by the word "(Seal)" following signature of individual and partner proposers, and indicated by affixing the Corporate Seal at corporate signatures.

C. TWO VOLUME SUBMITTAL

The selection procedure for procurement of this contract requires that a review of the Technical Proposal of the contractors is to be conducted by an Evaluation and Selection Committee prior to the request of prices. The Price Proposal form(s) shall be filled out in ink or typed. Any erasures and/or alterations shall be initialed in ink by the signer.
A. TECHNICAL PROPOSAL SUBMITTAL

The Technical Proposal must be submitted in a sealed envelope. The envelope shall have the proposer's name, the project name and project number prominently displayed, together with the words, "TECHNICAL PROPOSAL".

Technical Proposal shall be delivered on, or before Thursday, October 13, 2011 on or before 4:00 p.m. to the UMBC Procurement Office at the address noted in Section 0100 of the Technical documents as "The Issuing Office".

The following items must be included in this Initial proposal Submittal:

1. Detailed responses to Section 0300, Article 2, Item B, Technical Proposal Criteria, Items 1 through 3 (noted in "B" below)
2. Bid/Proposal Affidavit
3. Acknowledgement of Receipt of Addenda (If addenda are issued prior to the Technical Proposal due date, this form acknowledging receipt of all addenda MUST be included with your Technical Proposal).

B. TECHNICAL PROPOSAL CRITERIA

Per Item A, 1 above, the following information must be furnished in the Technical Proposal. Failure to include any of the items listed below may disqualify your firm's response. Technical criteria is listed in order of importance. Proposers should describe in detail and provide evidence supporting the qualifications requested below. All proposers are to compile their Technical Proposal in the order listed.

1. FIRM EXPERIENCE AND REFERENCE:

1.1 FIRM EXPERIENCE:

Complete the Contractor Experience Form (found in Attachment A) for three (3) projects / contracts which are similar to work to be performed under this On-Call Industrial Hygiene Monitoring and Environmental Assessment Contract inclusive of: the type of work performed, occupied setting, higher education setting and/or site constraints.

In order to be considered as experience, these projects/contracts must:

- Services were provided by the proposing firm. Please Note: If your firm is a local office of a parent company, such experience must be performed by the local firm in order to be considered.
- Of these three (3) projects/contracts, one (1) project/contract must be done on an "On-Call" or "Time and Material" basis with higher consideration given to the other two (2) projects/contracts if this is also the case.
- One (1) Project/Contract must be over $5,000 and one (1) Project/Contract must be over $15,000 for the Industrial Hygiene Monitoring and Environmental Assessment Firm's portion of the work. *These projects/contracts must have been completed within the last five (5) years.*
- One (1) project must involve TEM tests.
- One (1) project must be industrial hygiene monitoring for an abatement project.
- One (1) project for Phase 1 Environmental Assessment and/or Indoor Air Quality (IAQ) Assessment to include mold or fungal testing and evaluation.

These Contracts should demonstrate your firm's experience on Industrial Hygiene Monitoring work in occupied buildings. As indicated on the form, the following information is to be provided for each project / contract as follows:

a. Customer/Owner's name, address, contact name and telephone number;

b. A brief, but detailed, description of the project/contract inclusive of type of project/contract (i.e., type of monitoring services provided, lab tests performed, "On-Call", etc).

c. The name of your firm's Project Coordinator and Certified Industrial Hygienist on this project.

d. The dollar amount of the Industrial Hygiene Monitoring contract on this project.

e. The start date and completion date or projected completion of the project or contract.

f. List the similarities of our project / contract to the work to be done under this On-Call Industrial Hygiene Monitoring and Environmental Assessment Contract.

Experience noted should demonstrate the Proposer’s knowledge and ability to perform similar work with higher consideration given if work done in a higher education environment, with similar site constraints and/or on an "On-Call" basis. Higher consideration given if the Certified Industrial Hygienist performed on the proposed project.

2.2 **FIRM REFERENCE:**

The reference of customers of previous similar work given in Paragraph #2.1 above will be checked by the University. In addition, provide one (1) additional reference for the University to check. Provide a brief description of the project / contract completed. The reference should include a contact person who can comment on your firm's ability to do similar work.

It is imperative that contact names and phone numbers be given for the projects listed and be accurate. In addition, the University reserves the right to check other sources available including itself. References will be held in the strictest of confidence by the University.
2. **KEY PERSONNEL:** Within this category, the named positions are defined as indicated below and in Attachment A of the RFP. Please note that all supervisory personnel of the On Call Industrial Hygiene Monitoring and Environmental Assessment Firm inclusive of the Certified Industrial Hygienist must be direct employees of that Contractor.

Certified Industrial Hygienist: A person who has been granted certification by the **American Board of Industrial Hygiene (ABIH)**. This person will assist the Principal Coordinator in overall management of the service team and review of all assessment reports.

2.1.a **Key personnel:** Provide the name the **Certified Industrial Hygienist (CIH) only** to be assigned under this contract, if awarded, and complete a Key Personnel Form* on each inclusive of the following:

- Educational background inclusive of degree, certificates on Industrial Hygiene monitoring for asbestos training received;
- Work experience with the proposing firm, inclusive of duration (by dates) of employment and position (s) held;
- Work experience with prior employers, durations (by dates) of employment and position (s) held;
- ABIH Certification for Certified Industrial Hygienist;
- Specific project experience which is similar to the work to be done under this contract (preferably the projects listed in #2.1 a. below) and the role this person played in each selected project with higher consideration to be given if the role is the same as to be assigned on the UMB contract. **A minimum of three (3) projects are to be listed for each person.** A brief description of the project should be given (if not provided elsewhere in the technical proposal) inclusive of type of work performed (i.e., On-Call Service, type of monitoring services, and lab tests performed, dollar volume of project / job schedule etc.

Higher consideration will be given if the Principal Coordinator and/or Certified Industrial Hygienist and Industrial Hygienist have experience working in or around medical research labs, working in academic facilities, occupied and/or higher education settings.

*Note: The Key Personnel Form was developed for use on this On-Call Industrial Hygiene Monitoring and Environmental Assessment procurement to insure that all requested information is provided. Proposers are not required, however, to utilize this form; should a proposer elect not to use this form, it is the proposer's responsibility to provide all requested information within his Technical Proposal.

2.1.b **Key Personnel References:** Provide three (3) project references on the Certified IH inclusive of contact person, phone number and name of applicable project. Such references are to be from the projects provided as experience above. As well, references are to be from different projects; that is, only one reference per project is allowed. Only (1) reference for each person from within the University of Maryland, Baltimore County is allowed. In addition, the University reserves the right to check other sources available, and /or use itself as a reference even if the proposer does not name the University as a reference. Such references will be held in strictest confidence by the University.
Please ensure that the information is accurate and that the reference named can speak to the individual's performance in the role to be assigned. Note – References: The University will check the references of the short-listed firms only.

2.2 **Note - Personnel Commitment:** By submitting the name of the CIH for consideration under this Key Personnel Section, the Proposer is committing this people (Certified Industrial Hygienist) to UMBC for this contract’s duration if awarded the project. No personnel changes will be permitted without written authorization from the University via a contract amendment issued by UMBC's Procurement Office.

3. **COMPANY PROFILE:**

Complete the "Company Profile" form (found in Attachment A) included with this RFP package. Please be sure to include a brief, but informative, history of your firm including your firm's background on performing On-Call Industrial Hygiene Monitoring and Environmental Assessment services.

**END OF SECTION 0300, ARTICLE 2**
SECTION 00300

PROPOSALS, EVALUATION, AND FORMS

ARTICLE 3
PRICE PROPOSAL

Those Proposers who achieve the minimum technical score after the technical evaluation will be requested to submit a Price Proposal. One (1) original and one (1) copy (for a total of 2) of the Price Proposal are to be provided.

The due date for submission of the Price Proposal is anticipated to be November 8, 2011 on or before 4:00 p.m. Proposers will be requested to provide the following in the Price Proposal:

- **Professional Services**: (a) Quoted hourly billing labor rates (regular, overtime and shift) for each position (CIH, IH, and IH Tech); and (b) unit pricing for site monitoring, bulk sampling, and I.A.O. assessment.

- **Laboratory Assistance Component**: Quoted price per type of asbestos test and analysis inclusive of norm, rush and immediate.

The Price Proposal is to be submitted in a sealed envelope. The envelope shall have the Proposer’s name, the project name and the project number prominently displayed, together with the words "PRICE PROPOSAL".

The Price Proposal form with signature page shall be filled out completely in ink or typed in Attachment C of this RFP). Any erasures and/or alterations to the Proposer's pricing shall be initialed in ink by the signer. Please note, however, that no changes, alterations or additions to the Price Proposal Form are permitted. If there is any question or difference between the written words and the figures, the written word shall govern.

Price Proposals will be evaluated based on the total quoted price as requested on the Price Proposal form.
A. **TECHNICAL EVALUATION:**

1. Technical Proposals will be evaluated by a University Selection and Evaluation Committee. The order of importance of the technical criteria is as follows:

   Firm Experience, Key Personnel, and Profile of Proposer.

   Those proposals not considered "to be reasonably susceptible of being selected for award" may be rejected after evaluation of the Technical Proposals. A Technical Score of 75% or better of the available technical points must be achieved in order for a Proposer to advance/continue in this procurement process.

2. Only those firms whose technical proposal achieve the required, minimum or better technical score, will then be requested to submit a price proposal.

3. Further information may be required by the University during the technical evaluation process.

B. **PRICE PROPOSAL EVALUATION:**

1. Price Proposals will not be opened publicly.

2. Price Proposals will be evaluated based on the total price as requested on the Price Proposal form.

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

C. **FINAL PROPOSAL RATING:**

1. Ranking of the Price Proposal will be combined with the corresponding total technical score to determine a final rating for each proposal.

2. Technical merit will have a greater weight than cost.

3. The University will choose from among the highest rated proposals, those proposals which will best serve the interests of the University in accordance with USM Procurement Policies and Procedures.

4. As stated in Section 00100, Instructions to Proposers, P. Proposal Acceptance, the University reserves the right to make an award with or without negotiations.
SECTION 400
GENERAL SCOPE OF WORK
ON-CALL INDUSTRIAL HYGIENE MONITORING AND ENVIRONMENTAL ASSESSMENT
SECTION 00400

IV. SCOPE OF WORK

ARTICLE 1
GENERAL PROVISIONS

1. ON-CALL CONSULTANTS: The intent of this procurement is to establish On-Call Industrial Hygiene (IH) Monitoring and Environmental Assessment Consultants for the Environmental Safety & Health Office/Facilities Management Offices of the University of Maryland, Baltimore County as noted in Section 00100/1.

2. CONTRACT TERM: Contract is to be issued for a period of three (3) years from date of award. There will be five (5) one year renewal options solely at the University's option.

3. AWARD: It is the University's intent to award multiple On-Call Industrial Hygiene Monitoring and Environmental Assessment Contracts.

4. IMPLEMENTATION: These On-Call Contracts are to be handled as projects develop on the basis noted below. Please note that the term "Designated University Representative (DUR)" under this contract is defined as either the Environmental Manager from UMBC's Office of Environmental Safety and Health or the Project Manager from UMBC’s Office of Facilities Management.

4.1 Projects $15,000 or over:

   A. The Office of Environmental Safety & Health or Facilities Management (ESH/OFM) of UMBC will (i) prepare a written scope (specifications and/or drawings on which specifications noted) of work on each project inclusive of time frame/schedule; and (ii) conduct a site visit with all available On-Call Industrial Hygiene Monitoring and Environmental Assessment Consultants.

   B. Each on-call Consultant will provide to the ESH/OFM a Not-to-Exceed (NTE) price and a statement as to proposed time frame to complete the work. In addition, the On-Call Industrial Hygiene Monitoring and Environmental Assessment Consultants shall provide (i) a list of proposed subcontractors must be provided for the University's review and approval and (ii) the name of the Certified Industrial Hygienist (submitted in the Consultant’s Technical Proposal or the Principal Coordinator) and the Industrial Hygienist to be assigned (which is to be 1 of the 3 Industrial Hygienists submitted in the Consultant's Technical Proposal.)

   C. Each On-Call Consultant will provide to the DUR of the applicable UMS campus a not-to-exceed price and a statement as to proposed time frame to complete the work. The Time & Material (T&M) not-to-exceed (NTE) price is to include the following:

      1. Quantities and unit prices for monitoring and lab testing and/or abatement method;
2. The On-Call Industrial Hygiene Monitoring and Environmental Assessment Consultant shall also provide the name of the CIH and IH's to be assigned (the CIH must be the person in this role in the Consultant's Technical Proposal).

D. The ESH/OFM will select, from among the on-call Consultants, the Consultant whose not to exceed price and time frame best serves the University's interest and meets all University requirements. At that time, a Letter of Acknowledgement or Notice to Proceed or Purchase Order will be sent by ESH/OFM to the Consultant for his/her signature; this letter will confirm the scope of work, commencement and completion dates, time frame and not to exceed price.

E. The University reserves the right to request a complete breakdown of unit prices (by labor hours, and lab fees if any) if the On-Call Consultant's not-to-exceed T&M price is at 15% variance with the University's estimate for this work.

F. The On-Call Consultant will be required to provide the university's representative with Daily reports on a weekly basis. Reports for the previous week are to be submitted to ESH/OFM by 5:00 p.m. on the Monday following the applicable work week. Such reports are to include a detailed description of work performed inclusive of tests conducted. Reports with insufficient information shall be returned to the Consultants.

G. The selected On-Call Industrial Hygiene Monitoring and Environmental Assessment Consultant will complete work for a particular project under the not-to-exceed price and will bill for actual costs for labor, materials, and equipment rental, if any, and subcontractors plus the quoted mark-up and actual hours worked per the quoted rates. In no instance will a project cost the University more than the Not-to-Exceed price (unless additional scope has been added by the University, however, the not-to-exceed price is to be revised by the Consultant and approved by the University to incorporate such changes); if a project does exceed the not-to-exceed, the Consultant will be solely responsible for costs in excess; for costs less than the not-to-exceed price, the University will pay for actual completed costs only.

4.2 Projects under $15K: The University may elect to obtain prices from all awarded On Call IH firms or rotate among the awarded On-Call IH firms on projects that are under $15K each. Such projects will require a time & material, not-to-exceed price from the applicable Consultant to ESH/OFM on the same noted in #4.1 above.

5. Estimated dollar volume for this IH contracting work is $60,000 annually. All proposers are advised that such dollar volumes are estimates only and all proposers further understand and agree in providing such estimates, the University make no guarantee that any or all of the estimated work will be assigned to the selected On-Call Industrial Hygiene Monitoring and Environmental Assessment Consultant(s).

6. It is anticipated that no job will exceed $25,000 with the project size averaging $5,000 or less.

7. All communications on projects are to be directed to the designated Project Manager of ESH/OFM only. No instructions, directions, and information are to be given to the Consultant by any other University personnel. All change order work shall not proceed until an additional letter of acknowledgement NTP Change Order or purchase change order has been issued by the ESH/OFM confirming this additional work and the applicable additional cost.
8. If during the term of this contract, the On-Call Industrial Hygiene Monitoring and Environmental Assessment Consultant(s) is (are) awarded other projects, it is expected that the Consultant will assign separate work crews and supervisory teams to all concurrent projects to insure that no job schedule is effected by inadequate manpower levels.

9. Any staff changes by the selected On-Call Industrial Hygiene Monitoring and Environmental Assessment Consultant(s) in the Certified Industrial Hygienist must be reviewed and approved by UMBC's Office of Procurement via the issuance of a contract amendment prior to any reassignments being made. The Consultant will be required to submit a Key Personnel form on the new person for evaluation and approval by the University.

END OF SECTION 00400/ARTICLE 1
SECTION 00400
IV. SCOPE OF WORK

ARTICLE 2
SPECIAL CONDITIONS

1. The initial contract period is three (3) years from the date of award.

2. The University, solely at its option, may subsequently renew this contract on a yearly basis for five (5) additional years following the initial term.

The University will consider adjustments on unit prices for hourly labor rates only based upon federal minimum wage increases and increases in the Consumer Price Index (CPI), as published by the Bureau of Labor Standards. In order to receive consideration for a price increase, the Consultant must submit to the UMBC Office of Procurement within ninety (90) days prior to the end of the current year a statement of any change in the hourly labor rate wage actually to be paid to his employees during the renewal term. Upon approval by the University, any such modified hourly rate will be incorporated into the quoted unit price and/or the hourly labor rate constitutes the unit price figure for the Contract renewal period.

3. The Consultant understands and agrees that work, beyond that estimated, may be assigned and the Consultant agrees to perform such work in accordance with the terms herein.

4. The University reserves the right to complete particular projects through this On-Call Contract, through the use of University employees or to obtain separate Contracts through its normal procurement process according to the best interests of the University.

5. The Consultant must be able to deliver all said labor and standard items within the time frame confirmed in the Purchase Order for each scope of work.

6. The Consultant shall maintain a local office with telephone available for receiving calls throughout the working day.

7. The Consultant shall provide, as least one person who shall be designated as the Principal Coordinator ("Coordinator"). The Coordinator shall be the Consultant's agent for reviewing the project in the field when required with the University's representatives and shall be the channel for all inquiries concerning work in progress or work to be started under this Contract. The Coordinator shall manage the job on-site and supervise all on-site personnel. All supervisory personnel & industrial hygiene workers for the On-Call Industrial Hygiene Monitoring and Environmental Assessment Consultant must be direct employees of said Consultant.

8. The Coordinator should be readily available to review all phases of the project when requested by the University.

9. The normal work hours for the Consultant shall be Monday through Friday, 6:00 a.m. through 4:00 p.m. with work. Overtime will be paid for hours worked on Saturday, Sunday and Holidays. Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Overtime will be approved for payment only if the overtime is authorized in writing by the DUR. Overtime and shift differential percentages shall be as shown in the proposal for change order work.
11. The Consultant shall perform the work under this Contract on the job site in the presence of University employees, other University Consultants and/or Subcontractors, whether union or non-union and shall complete the work assigned in the time required.

END OF SECTION 00400/ARTICLE 2
1. The University is requesting unit pricing for Total Technical Assistance, Total Asbestos Assistance and Lead Abatement Analysis/Monitoring, Environmental Assessment Surveys and/or Indoor Air Quality (IAQ) Assessment to include mold or fungal testing and evaluation per the Price Proposal form. As projects arise, the University will advise On-Call Consultants under which method the "Not-to-Exceed" price is to be quoted.

2. CONSULTANT'S UNIT PRICES

It is understood and agreed that all quoted labor rates includes all costs associated with the provision of services inclusive of overhead and profit, travel costs, parking etc.

3. GENERAL NOTES

A. The University will not recognize any premium or incentive pay and no work shall be performed on an overtime basis or shift differential and no overtime pay or shift differential shall be included as a "job cost" unless the performance of such overtime or shift differential has been authorized by the issuance of a change order amendment purchase change order or as agreed to in the submitted Not-to-Exceed price by the Consultant or as required in the scope of work issued by the University on a particular project.

B. In the event an emergency exists which would require immediate overtime work, the DUR shall be verbally notified by the Consultant immediately and if permission to perform this work is granted verbally, it shall be confirmed in writing by the DUR within twenty-four (24) hours of such work with a change order amendment to the or purchase order to be issued within one (1) week of such work.

C. In the event that overtime work is required by the DUR it will be recognized as a "job cost" only if a change order amendment to the or purchase change order has been issued to the Consultant's Not-to-Exceed price. The overtime work shall be limited to the work and time approved in advance of its performance and paid at the recognized premium rate.

4. BILLING

A. The University Certificate of Payment and Application for Payment forms are to be utilized for all billings. Forms will be provided after contract award.

B. With each Certificate of Payment and Application for Payment, the Consultant is to attach the following back-up information:

   a. Statement of costs for each type of industrial hygiene performed inclusive of name of industrial hygiene type(s), applicable unit price, actual quantities and extension total.

   b. Copy of any subcontractors' invoices which are applicable.

END OF SECTION 00400/ARTICLE 3
END OF SECTION 00400
ATTACHMENT A
Technical Offer Forms

The following forms must be included within the Technical Offer. However, please refer to Section 00300 for further information required contents of the Technical Offer. Completion of these forms is not the entire contents of the Technical Proposal. See Section 00300, Article 2 for full details.

- Bid/Proposal Affidavit
- Acknowledgement of Receipt of Addenda
- Key Personnel Form with attachment
- Firm Experience Form
- Company Profile 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 for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONDITIONS

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 (as is defined in subsection (1) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the 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) (use attachments as necessary):

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, 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, SS 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
5. Been convicted of a violation of the SS11-205.1 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 subsection (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 SSB 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) (use attachments as necessary):

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) (use attachments as necessary):
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 Section 16-101, et seq., of the State Finance and Procurement Article of the Annotated Codes 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) (use attachments as necessary):

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; and

(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

I 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 person 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, SS 14-101 through 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 meaning 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 program 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 five (5) days after a conviction;
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 21.07.11 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 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. Except as validly contested, the business had 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 Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final payment under any contract relating to this bid/proposal affidavit.

2. The business named above is a __________ sole proprietorship, __________ partnership, or __________ corporation formed under the laws of the State of _______________. [For entities not formed under the laws of Maryland,] I further affirm that the business named above is 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 current resident agent is filed with the State Department of Assessments and Taxation as:

Name: ___________________________________

Address: ___________________________________

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. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of the accompanying 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 PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: ________________________________  EIN or SS#: ____________________________

By: ___________________________________________  Solicitation#:

(Authorized Representative and Affiant)

12.0021 (Rev. 11/05)
RFP NO.: RFP #BC-20761-R

TECHNICAL PROPOSAL DUE DATE: THURSDAY, OCTOBER 13, 2011 on or before 4:00 p.m.

RFP FOR: UMBC ON CALL INDUSTRIAL HYGIENE MONITORING AND ENVIRONMENTAL ASSESSMENT SERVICES

NAME OF PROPOSER: ____________________________________________

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No. _____ dated __________
Addendum No. _____ dated __________
Addendum No. _____ dated __________
Addendum No. _____ dated __________
Addendum No. _____ dated __________
Addendum No. _____ dated __________

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

Signature ____________________

Printed Name __________________

Title ________________________

Date _________________________
1. PERSON'S NAME: ___________________________ PROPOSER: ___________________________

2. POSITION TO BE ASSIGNED:  Certified Industrial Hygienist

3. TECHNICAL TRAINING/EDUCATIONAL BACKGROUND (IN PARTICULAR INDUSTRIAL HYGIENE MONITORING AND ENVIRONMENTAL ASSESSMENT RELATED TRAINING):

<table>
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<tr>
<th>Association/Institution</th>
<th>License/Certification/Degree</th>
<th>Date Earned (Month/Year)</th>
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4. EMPLOYMENT HISTORY: If the person has more than 3 employers, he can attach additional pages to this form and indicate on this form to "See Attached Pages".

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: ___________________________
PERSON'S NAME: ______________________________ PROPOSER: ________________________

5. SIMILAR PROJECT/CONTRACT EXPERIENCE: (COMPLETE THE ATTACHED CHART - ATTACHMENT A TO KEY PERSONNEL FORM for the CIH. Please note: A minimum of THREE (3) projects are to be listed for this person.)

6. PROJECT REFERENCES: (Note: It is preferable that these references be from the project experience provided as an attachment to this Key Personnel Form; if this is the case, you need only indicate "see attached" under the Description of Contract/Project Done item. As indicated in the bid document, such references are to be project references not employment references; that is, the University is interested in speaking to a Project Owner regarding the person's performance on a particular project.)

6.1 CONTACT PERSON: _________________________ TELEPHONE #: _________________________
COMPANY NAME: ______________________________
DESCRIPTION OF CONTRACT/PROJECT DONE: ____________________________________________

6.2 CONTACT PERSON: _________________________ TELEPHONE #: _________________________
COMPANY NAME: ______________________________
DESCRIPTION OF CONTRACT/PROJECT DONE: ____________________________________________

6.3 CONTACT PERSON: _________________________ TELEPHONE #: _________________________
COMPANY NAME: ______________________________
DESCRIPTION OF CONTRACT/PROJECT DONE: ____________________________________________

7. ACHIEVEMENTS/OTHER NOTATIONS (NOT REQUIRED)

____________________________________________________________
____________________________________________________________

NOTE: If a Proposer finds the space provided to be insufficient, he can attach additional pages to this form as he finds appropriate and just indicate on this form to see attached pages.
UMBC ON CALL IH MONITORING – RFP #BC-20761-R
KEY PERSONNEL - CIH - PROJECT EXPERIENCE ATTACHMENT

PERSON'S NAME: ___________________________  PROPOSER: ___________________________

Note: This form is to be completed on each key person and three (3) projects for each are required.

<table>
<thead>
<tr>
<th>PROJECT/CONTRACT OWNER NAME/LOCATION (CITY/STATE)</th>
<th>PROJECT DESCRIPTION</th>
<th>KEY PERSON'S ROLE (CIH, IH, Project Coordinator, etc.)</th>
<th>PROJECT/CONTRACT $ AMOUNT (for IH services only)</th>
<th>START AND COMPLETION DATES (MM/YY - MM/YY)</th>
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<td></td>
<td>a) Type of Industrial Hygiene Monitoring and Environmental Assessment services provided; b) Method(s) used - full containment, part containment, glovebag, etc.; and, c) Setting - urban, occupied, higher education, etc.</td>
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PROPOSER:

Note: Three (3) separate projects are to be submitted

1. Customer Name:_________________________________________________________

2. Customer Address:______________________________________________________

3. Contact Name and Title:__________________________________________________

4. Contact Phone #:________________________________________________________

5. Describe customer's facility:______________________________________________

6. Number of stories in building: _____ Sq ft. of bldg. _____

   Project/Contract Start Date (Month/Year): _________________________________

   Project/Contract Completion Date (Month/Year): ____________________________

7. Names of the following personnel assigned to this project:

   Primary CIH assigned to project: __________________________________________

   Primary IH assigned to project: __________________________________________

   Principal Coordinator assigned to project: _________________________________

8. Type of Services provided:

   ___ Asbestos Monitoring  ___ Lead Monitoring  ___ Mold Monitoring

   ___ Environmental Survey  ___ Develop Abatement Contract Documents

   ___ IH Services  ___ Indoor Air Quality Assessments

   ___Other:  _______________________________________________________________
9a. Type of Asbestos removed: _____________________________________________________

___ Fittings  ___ Duct Work  ___ Floor Tile  ___ Ceiling Tile

___ Piping  ___ Spray On  ___ Other

Methods of abatement used:

___ Full containment  ___ Total No. of containments  ___ Glovebag  ___ LF done

___ Mini-enclosure  ___ Total No. of mini-enclosures  ___ Other

Total Lineal feet of abatement performed by glovebag method: __________

9b. Type of Environmental Assessment conducted, if applicable: ________________________________

______________________________________________________________________________

10. Describe site constraints (i.e., tight site, occupied setting, etc.): ________________________________

______________________________________________________________________________

11. Tests performed:

___ PCM  Turnaround time required __________

Done on Site?  _____ Yes  _____ No

___ TEM  Turnaround time required __________

___ Personal Air Monitoring

___ Other tests performed  __________________________________________________________________

12. Total Dollar amount of asbestos project (if known): $________________

Total Dollar amount of industrial hygiene portion only: $________________

Was this a _____ Lump Sum Contract __ or T & M ____ or on going contract

13. Name of Abatement Company: _______________________________________________________

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14. Project Schedule (either the approximate number of hours your firm worked to meet schedule or the approximate number of days per week your firm worked): ___________

How many shifts worked daily? _________

Any delays on the project?  __Yes  __ No

If yes, please explain and/or justify: ________________________________________________
____________________________________________________________________________

15. Were there any problems/concerns regarding this project?

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

If so, what was your company’s role and how were they handled?
____________________________________________________________________________
____________________________________________________________________________

NOTE: Please use additional pages to answer questions if necessary.
SMALL BUSINESS RESERVE CERTIFICATION #: ________________________________

COMPANY NAME: ________________________________________________________

ADDRESS OF PARENT COMPANY: ____________________________________________

DATE OF INCORPORATION: ___________ STATE OF INCORPORATION: ______________

NUMBER OF GEOGRAPHIC LOCATIONS: ________________

LOCATION OF ALL GEOGRAPHIC OFFICES AND THEIR FUNCTION

LOCATION:                                    FUNCTION:

_________________________________________      ____________________________________

_________________________________________      ____________________________________

_________________________________________      ____________________________________

# OF YEARS IN BUSINESS UNDER PRESENT NAME:  ______

OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:

______________________________________________________________________________

______________________________________________________________________________

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

______________________________________________________________________________

TYPE OF INDUSTRIAL HYGIENE MONITORING AND ENVIRONMENTAL ASSESSMENT
SERVICES PERFORMED:

___ Asbestos Monitoring       ___ Lead Monitoring       ___ Mold Monitoring

___ Environmental Survey       ___ Develop Abatement Contract Documents

___ IH Services                ___ Indoor Air Quality Assessments

___ Other:                      ____________________________________________
ON CALL IH MONITORING AND ENVIRONMENTAL ASSESSMENT CONTRACTOR

COMPANY PROFILE
RFP #BC-20761-R

PAGE 2 OF 3

# OF YEARS PROVIDING INDUSTRIAL HYGIENE SERVICES:  ________

# OF YEARS PROVIDING ENVIRONMENTAL ASSESSMENT SERVICES:  ________

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

________________________________________________________________________

________________________________________________________________________

NAME OF MANAGER (S) AND TITLE (S) AT THE BRANCH OFFICE WHICH WILL SERVICE UMBC:

________________________________________________________________________

________________________________________________________________________

BRIEF HISTORY OF COMPANY:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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<th>TOTAL CO.</th>
<th>LOCAL OFFICE</th>
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<tbody>
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<td>TOTAL NUMBER OF EMPLOYEES:</td>
<td></td>
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<tr>
<td>NUMBER OF PRINCIPAL COORDINATORS:</td>
<td></td>
<td></td>
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<tr>
<td>NUMBER OF CIH’s:</td>
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<td></td>
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<tr>
<td>NUMBER OF IH’s:</td>
<td></td>
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</tr>
<tr>
<td>OTHER:</td>
<td></td>
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</table>
ATTACHMENT B
Contract Documents

NOTE: These are provided for information. ONLY the successful Firm will be required to complete these forms.

Contract
Contract Affidavit
CONTRACT BETWEEN
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
AND
_____________________________________

By this Contract, made as of the day of , 2011 by and between the University of Maryland, Baltimore County, a constituent institution of the University System of Maryland, agency of the State of Maryland (“University”), 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 commence 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. BC-20761-R 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 based on the task orders awarded and the associated submitted price as confirmed on the individual purchase orders issued under this contract.

   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 awfully 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.

6. **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.

7. **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.

8. **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 any time 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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.
15. **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.

16. **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.

17. **SOFTWARE CONTRACTS:** Intentionally omitted.

18. **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.

19. **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.
20. **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.

21. **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.

22. **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.

23. **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.

24. 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.

25. LIQUIDATED DAMAGES: Intentionally omitted.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.
31. **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.

32. **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.

33. **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.
34. **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.

35. **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, are prohibited.

36. **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.

37. **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.

38. **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.
39. **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. All references to including mean including without limitation.
   
   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.

40. **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.

41. **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.

42. **ASSIGNMENT:** 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.
43. **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.

44. **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.

45. **SUCCESSORS AND ASSIGN** **S**. 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.

46. **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.

(Signatures on following page)
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
CONTRACT 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 for which I am acting.

B. 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:
______________________________________________________________________________________

(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 Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT to the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated ____________, 2005, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: ____________ By: ___________________________________________ (Authorized Representative and Affiant)
Ms. Mallela Ralliford  
Procurement Office  
University of Maryland, Baltimore County  
Room #301, Administration Building  
1000 Hilltop Circle  
Baltimore, MD 21250  

Dear Ms. Ralliford:  

The undersigned, hereby submits a Price Proposal to provide all labor, material, equipment, and supervision for the On Call Industrial Hygiene Monitoring/Environmental Assessment Services for the UMBC as set forth in RFP #BC-20761-R dated 09/22/11 and Addenda as follows:  

Addendum No. ___ dated  
Addendum No. ___ dated  
Addendum No. ___ dated  
Addendum No. ___ dated  

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to perform the services as described in the solicitation documents. By signing and submitting this response, undersigned hereby agrees to all the terms and conditions of the RFP documents.  

We will perform the on call work as described in the RFP documents inclusive of technical specifications and issued addenda for the guaranteed unit pricing defined on the following pages.  

We understand that the University reserves the right to make the award of for all items, or any parts, thereof, to one or more proposers as set forth in detail under the information furnished in the specified documents. We understand it is the University's intent to make multiple awards.  

We understand that the University is requesting unit pricing per Attachment A attached to this Price Proposal Sheet. We understand that the analysis of the Price Proposals will be based on the sample projects.
PROPOSAL NO.          RFP #BC-20761-R
PRICE PROPOSAL DUE:   TUESDAY, NOVEMBER 8, 2011, on or before 4:00 p.m.
PRICE PROPOSAL FOR:   ONCALL INDUSTRIAL HYGIENE MONITORING AND ENVIRONMENTAL
                      ASSESSMENT SERVICES FOR UMBC

NAME OF PROPOSER: ________________________________

ALL BLANKS ARE TO BE COMPLETED. THERE ARE TO BE NO ALTERATIONS, ADDITIONS, OR
DELETIONS MADE ON THE PRICE FORM:

We further understand that this Price Proposal includes all costs associated with the provision of the scope of
work per the RFP documents.

We further confirm that the key person named within our Technical Proposal will be assigned to UMBC for the
duration of this contract. We understand that no changes in these assignments will be allowed without written
authorization from the University via contract amendment prior to such changes being made.

We understand that if we are one of the successful IH Monitoring/ Environmental Assessment Firms we will be
required to provide the university with proof of meeting all insurance requirements as set forth in the RFP
documents. By signing this Price Proposal form, we are agreeing to comply with the insurance requirements,
and if necessary, will purchase, at our expense, all necessary riders to comply. Such insurance policies
inclusive of all riders will remain in force for the contract and warranty periods.

As well, we agree to all terms and conditions as set forth in the RFP documents, including those of the
documents issued to solicit Technical Proposals, all addenda since that issuance, our Technical Proposal
submitted in response to the original solicitation, and our Price Proposal are a part of any resulting contract.
NAME OF PROPOSER: ____________________________________________

I. Professional Services

A. Hourly Technical Assistance

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate/Unit</th>
<th>#Units</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. C.I.H</td>
<td>$___/Hr.</td>
<td>100 hours</td>
<td>$____________________</td>
</tr>
<tr>
<td>Overtime</td>
<td>$___/Hr.</td>
<td>10 hours</td>
<td>$____________________</td>
</tr>
<tr>
<td>24-hour response</td>
<td>$___/Hr.</td>
<td>10 hours</td>
<td>$____________________</td>
</tr>
<tr>
<td>2. I.H. Tech.</td>
<td>$___/Hr.</td>
<td>500 hours</td>
<td>$____________________</td>
</tr>
<tr>
<td>Overtime</td>
<td>$___/Hr.</td>
<td>50 hours</td>
<td>$____________________</td>
</tr>
<tr>
<td>24-hour response</td>
<td>$___/Hr.</td>
<td>50 hours</td>
<td>$____________________</td>
</tr>
<tr>
<td>3. Principal Co-Ord</td>
<td>$___/Hr.</td>
<td>100 hours</td>
<td>$____________________</td>
</tr>
<tr>
<td>Overtime</td>
<td>$___/Hr.</td>
<td>10 hours</td>
<td>$____________________</td>
</tr>
<tr>
<td>24-hour response</td>
<td>$___/Hr.</td>
<td>10 hours</td>
<td>$____________________</td>
</tr>
</tbody>
</table>

B. Shift Technical Assistance

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate/Unit</th>
<th>#Units</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. *8-hour Shift/I.H Tech</td>
<td>$___/Shift</td>
<td>50 shifts</td>
<td>$____________________</td>
</tr>
<tr>
<td>2. **10-hour Shift/I.H Tech</td>
<td>$___/Shift</td>
<td>25 shifts</td>
<td>$____________________</td>
</tr>
</tbody>
</table>

* Includes on-site PCM analysis of 1 to 8 samples at no additional charge  
**Includes on-site PCM analysis of 1 to 10 samples at no additional charge

C. Site Monitoring $___/Project x 50 projects = $____________________ (Report Prep Fee)

D. Bulk Sampling $___/Project x 25 projects = $____________________ (Report Prep Fee)

E. I.A.O. Assessment $___/Project x 10 projects = $____________________ (Report Prep Fee)

. Site Monitoring $___/Project x 50 projects = $____________________ (Report Prep Fee)

F. TOTAL TECHNICAL ASSISTANCE QUOTATION $____________________  
   (Add totals for lines I.A through I.E)
NAME OF PROPOSER: ____________________________________________

II. LABORATORY ASSISTANCE COMPONENT

A. ASBESTOS ANALYSIS

1. On-site Optical Microscopy (2-4 hour turnaround)

<table>
<thead>
<tr>
<th>Test Type</th>
<th>Rate</th>
<th>#Units</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Air PCM</td>
<td>$____/Ea. x 500 ea. =</td>
<td>$_____________</td>
<td></td>
</tr>
</tbody>
</table>

2. Normal Laboratory Analysis (3-5 days turnaround)

<table>
<thead>
<tr>
<th>Test Type</th>
<th>Rate</th>
<th>#Units</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Air PCM</td>
<td>$____/Ea. x 100 ea. =</td>
<td>$_____________</td>
<td></td>
</tr>
<tr>
<td>b) AIR TEM AHERA</td>
<td>$____/Ea. x 25 ea. =</td>
<td>$_____________</td>
<td></td>
</tr>
<tr>
<td>c) BULK / WIPE PLM</td>
<td>$____/Ea. x 50 ea. =</td>
<td>$_____________</td>
<td></td>
</tr>
</tbody>
</table>

3. Rush Laboratory Analysis (24-48 hour turnaround)

<table>
<thead>
<tr>
<th>Test Type</th>
<th>Rate</th>
<th>#Units</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Air PCM</td>
<td>$____/Ea. x 100 ea. =</td>
<td>$_____________</td>
<td></td>
</tr>
<tr>
<td>b) AIR TEM AHERA</td>
<td>$____/Ea. x 25 ea. =</td>
<td>$_____________</td>
<td></td>
</tr>
<tr>
<td>c) BULK / WIPE PLM</td>
<td>$____/Ea. x 50 ea. =</td>
<td>$_____________</td>
<td></td>
</tr>
</tbody>
</table>

4. Immediate Laboratory Analysis (8-24 hour turnaround)

<table>
<thead>
<tr>
<th>Test Type</th>
<th>Rate</th>
<th>#Units</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Air PCM</td>
<td>$____/Ea. x 100 ea. =</td>
<td>$_____________</td>
<td></td>
</tr>
<tr>
<td>b) AIR TEM AHERA</td>
<td>$____/Ea. x 25 ea. =</td>
<td>$_____________</td>
<td></td>
</tr>
<tr>
<td>c) BULK / WIPE PLM</td>
<td>$____/Ea. x 50 ea. =</td>
<td>$_____________</td>
<td></td>
</tr>
</tbody>
</table>

5. **TOTAL LABORATORY ASSISTANCE QUOTATION** = $_____________ (Add totals for lines II.A.1-4)
PROPOSAL NO.  RFP #BC-20761-R
PRICE PROPOSAL DUE:  TUESDAY, NOVEMBER 8, 2011, on or before 4:00 p.m.
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NAME OF PROPOSER: ___________________________

B.  Lead Abatement Analysis/Monitoring

1.  Samples:  (3 day turnaround)
    Air samples  $___/Ea.  x  50 ea. =  $________________
    Paint samples $___/Ea.  x  125 ea. =  $________________
    Wipe Samples $___/Ea.  x  125 ea. =  $________________
    XRF Instrument $___/Day x  10 days=  $________________
        (up to 150 readings)

2.  Also quote the following lead tests with a 1 day turnaround time (Note: these unit costs will NOT be utilized in the analysis of the pricing for the basis for the award.)
    Air samples  $___/Ea.
    Paint samples $___/Ea.
    Wipe Samples $___/Ea.

3.  Total Lead Abatement Analysis/Monitoring:  =  $________________
    (Add totals for lines II.B.1-2)

GRAND TOTAL OF PRICE PROPOSAL [THIS IS THE BASIS FOR THE AWARD OF THE CONTRACT(S)]:

I.  Total of Item I.F. above:  $________________

II.  Total of Item II.A.5 above:  $________________

III. Total of Item II.B.3:  $________________

IV.  Grand Total of Price Quotation:  $________________
    (Signatures should be placed on following page.)

Initials of Signer to Identify Page ______