UNIVERSITY OF MARYLAND BALTIMORE COUNTY

REQUEST FOR PROPOSAL # BC-20899-K

FOR

ON-CALL MOVING SERVICES CONTRACT

ISSUE DATE: NOVEMBER 14, 2013

SIGNIFICANT MILESTONES     TIME:     DATE

Issue Date                   4:00 PM    Thursday, November 14, 2013
Pre-Proposal Conference      10:00 AM    Thursday, November 21, 2013
Deadline for Questions       4:00 PM    Tuesday, November 26, 2013
Technical Proposal Due Date  2:00 PM    Thursday, December 12, 2013

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

UNIVERSITY OF MARYLAND BALTIMORE COUNTY
1000 Hilltop Circle
Baltimore, Maryland 21250
www.umbc.edu
## Table of Contents

1  Summary Information ...............................................................................................1
  1.1  Objective ........................................................................................................1
  1.2  Description of Campus ....................................................................................1
  1.3  Issuing Office ..................................................................................................1
  1.4  Closing Dates and Required Delivery ............................................................2
  1.5  Proposer Contacts ..........................................................................................2
  1.6  Delivery of Proposals ......................................................................................2
  1.7  Pre-Proposal Conference ...............................................................................2
  1.8  Questions and Inquiries ..................................................................................3
  1.9  Interpretation of RFP .......................................................................................3
  1.10  Term of Contract ............................................................................................3
  1.11  Oral Presentations ..........................................................................................3
  1.12  Award ............................................................................................................4
  1.13  Formation of Agreement/Contract With Successful Proposer ....................4
  1.14  Order of Precedence ......................................................................................4
  1.15  Announcement of Award ...............................................................................4
  1.16  Public Information Act ..................................................................................4
  1.17  Piggyback Clause ..........................................................................................5
  1.18  Debriefing of Unsuccessful Proposers ..........................................................5
  1.19  Maryland Public Ethics Law, Title 15 ............................................................5
  1.20  Assistance in Drafting Specifications ............................................................6
  1.21  Accessibility ..................................................................................................6
  1.22  Rights In Data ................................................................................................6
  1.23  Payments by Electronic Funds Transfer .......................................................6
  1.24  Non-Visual Access ........................................................................................6
  1.25  Smoke-Fee Campus .......................................................................................6

2  Scope of Services ....................................................................................................7
  2.1  Minimum Mandatory Features/Requirements/Services ...............................7
  2.2  Implementation and Process ...........................................................................9
  2.3  Financial Requirements .................................................................................11
  2.4  Site Information ...............................................................................................11
  2.5  Period of Acceptance ......................................................................................11
  2.6  Unable to Submit a Proposal ..........................................................................11
  2.7  Minimum Technical Score .............................................................................12
  2.8  Minority Business Enterprise Participation .................................................12
  2.9.  Resident Business Preference .......................................................................12

3  Submission Requirements .......................................................................................13
  3.1  Two Volume Submission - Organization of Proposals ..................................13
  3.2  Volume I - Technical Proposals ......................................................................13
  3.3  Volume II - Financial Proposals ......................................................................14
  3.4  Technical Proposal Requirements ..................................................................15
4 Evaluation Process ................................................................. 20
4.1 Article 1 - Technical Proposal Submittal .................................... 20
4.2 Article 2 - Evaluation Process ................................................... 21
4.3 Article 3 - Rates and Mark-Ups .................................................. 24

Section 5 - General Information For Proposers .................................... 27

Appendix A - Technical Proposal Forms
  Approach to Contract ............................................................... 33
  Key Personnel Form / Key Personnel Attachment Form
  Staffing Plan Form
  Firm Experience Form
  Company Profile Form
  Bid/Proposal Affidavit
  Acknowledgement Receipt of Addenda
  “No Response” Form

Appendix B - Price Proposal Form .................................................. 55

Appendix C - Sample Contract ......................................................... 60

Appendix D - Small Business Reserve Program ................................. 72
ON-CALL MOVING SERVICES
RFP # BC-20899-K
SECTION 1

1 Summary Information

1.1 Objective

The University of Maryland, Baltimore County, (herein referred to as the “University” or “UMBC”) intends to select two firms for local moving services. This contract will be for moving service required on campus, which are to include, but are not be limited to: office/department moves; building relocations; moves related to construction projects; student moves into and out of the dorms, as well as, "small moves" and personnel relocation moves due to employment at the University.

Small Business Reserve (SBR): THIS IS A SMALL BUSINESS RESERVE (SBR) PROCUREMENT. Only those Proposers registered as a State of Maryland Small Business will be considered. For more information on SBR qualifications and registration information, see attached Appendix D or go to https://emaryland.buyspeed.com/bso/.

1.2 Description of Campus

UMBC is a medium-sized, selective, public research university that attracts high-achieving students to its undergraduate and graduate programs in the liberal arts, sciences, and engineering. Founded in 1966, UMBC is classified by the Carnegie Foundation as Research Extensive and boasts an impressive array of scholarly and research awards. The campus’ externally funded research portfolio, now in excess of $80 million, has more than doubled over the past 5 years. With a remarkable collection of cutting-edge research laboratories, research centers and institutes, and excellent teaching and research facilities, UMBC is well positioned to continue its growth as a leading research university.

UMBC’s 10,953 undergraduates and 2,684 graduate students come from 45 states and 90 foreign countries. Its faculty are deeply committed to providing a distinctive and rich undergraduate experience including opportunities for faculty guided research. At the doctoral level, last year UMBC awarded 75 Ph.D.s in 17 disciplines. A campus community recognized for its cultural diversity, UMBC is home to the nationally known Meyerhoff Scholarship Program.

The 500-acre campus near Baltimore-Washington International Airport has a budget of approximately $355 million and has a full-time instructional faculty of about 482 members. UMBC is a member of the University System of Maryland and is accredited by the Middle States Association of Colleges and Secondary Schools.

Additional information about UMBC can be found at the University’s web site, which is http://www.umbc.edu.

1.3 Issuing Office

John Kenny, Contract Administrator
The University of Maryland, Baltimore County
Department of Procurement Services
Administration Building - Room 301
1000 Hilltop Circle
Baltimore, Maryland 21250
Phone: 410-455-3945
Fax: 410-455-1009
E-mail Address: jkenny@umbc.edu
The sole point of contact in the University for purposes of this RFP is John Kenny. Any questions with regard to any aspect of this proposal must be directed to John Kenny in writing. From the release of this RFP until a proposal is selected and the Contract is executed, Proposers may not communicate with any other University staff concerning this solicitation except as set forth below in Section 1.8 – Questions and Inquiries. If a Proposer engages in any unauthorized communication, it may be grounds for rejection of the proposal.

1.4 Closing Dates and Required Delivery

In order to be considered, the proposer **MUST UPLOAD TO Box.com one (1) copy of the Technical Proposal.** Uploads must arrive on Box.com at https://umbc.box.com/moving by no later than 02:00 P.M. on December 12, 2013. **Late Proposals will not be opened or considered.** Proposals will be opened in accordance with the provisions of the University System of Maryland Procurement Policies & Procedures. There will be no public proposal opening of either the technical or financial proposals. **All proposals and accompanying materials become the property of the University and will not be returned.**

1.5 Proposer Contacts

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

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

1.6 Delivery of Proposals

Proposals **must be Uploaded to Box.com** at https://umbc.box.com/s/moving prior to the due date and time.

1.7 Pre-Proposal Conference

There will be a Pre-Proposal Conference held in conjunction with the RFP. The conference will be held on Thursday, November 21, 2013, at 10:00 A.M. in the Administration Building, Room 929. While attendance at the Pre-Proposal Conference is not mandatory, information presented may be very informative; therefore, all interested Proposers are encouraged to attend in order to be able to better prepare acceptable proposals. If your firm plans to send representatives, please call the Issuing Office by Monday, November 18, 2013.

Appropriate auxiliary aids and services for qualified individuals with disabilities will be provided upon request. Please call John Kenny at 410-455-3945 with specific requests at least five (5) business days prior to the conference.
1.8 Questions and Inquiries

All questions and inquiries, must be submitted in writing, and must be directed to the individual referenced with the Issuing Office (Section 1.3). All such questions and inquiries must be received not later than Tuesday, November 26, 2013 at 04:00 P.M. No questions or inquiries will be accepted after the deadline for Questions and Inquiries. Inquiries will receive a written reply and copies of replies will also be sent to all other known Proposers, but without identification of the inquirer. Failure to request clarifications prior to the date and time for submission of proposals will NOT be a waiver of any claim by the Proposer for expenses made necessary by reason of later interpretation of the contract documents, and will bind the Proposer to the University’s interpretation.

1.9 Interpretation of RFP

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

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

1.10 Term of Contract

The contract shall be for a period of one (1) year beginning on February 1, 2014 and ending January 31, 2015. The University shall have the option to renew the contract for five (5) additional one-year terms, said option(s) to be exercised at the sole discretion of the University. In the event the University elects to exercise any one or more of the said one-year options, the Contractor shall be notified in writing at least sixty (60) days prior to the commencement of the additional one-year term involved.

For a Multi-Year Contract or any contract where pricing adjustments may be contemplated during the contract term or subsequent optional extensions terms (unless otherwise stated that price changes will not be permitted), it will be the responsibility of the Contractor to request a price increase, if any, at least ninety (90) days prior to the end of the then current contract term. Any price increase not received by that time, will not be considered and pricing in the renewal term will remain as stated during the just completed contract term. A price increase, if any shall not exceed the consumer price index for “All Urban Consumers” as published by the U.S. Department of Labor Statistics using the 12-month unadjusted percentage. For purposes of calculating the potential increase, the consumer price index for twelve-month period ending at the previous calendar year. For example, if the contract term ends January 31, 2015, the price index for twelve-month period ending August 2014 will be used. Statistics will be referenced as a cap for negotiable purposes only. Contractor is not to assume that any price increase will be applied to yearly renewals.

1.11 Oral Presentations

As part of the Technical Evaluation, the University reserves the right to request that Proposers make oral presentations in conjunction with their written proposals. Proposers are not permitted to disclose or discuss any financial information during these presentations. Doing so may result in rejection of the proposal. In the event that the University decides not to have presentations, the University reserves the right to make an award based upon the information submitted without presentations. Therefore, Proposers must be certain that proposals are clear and complete when submitted and not rely upon such presentations to present information and/or clarify proposals.
1.12 Award

Upon completion of the evaluation, all discussions and negotiations, the University intends to make awards to the Proposers whose proposal is determined to be the most advantageous and presents the best value to the University considering price and evaluation factors set forth in the solicitation.

1.13 Formation of Agreement/Contract with Successful Proposer

The Contract to be entered into as a result of this RFP (the “Contract”) shall be by and between the Proposer as contractor and the University and shall consist of (1) the terms, conditions and specifications of this RFP and any appendices, amendments, additions or changes thereto; (2) the Standard Contract attached as Appendix C, (3) the University purchase order; and (4) the Proposer’s response to the RFP and any amendments or changes thereto.

The terms and conditions contained in the Contract (Appendix C) reflect those, which are required by the University System of Maryland Procurement Policies and Procedures and may not be changed or modified. By submitting a proposal in response to this RFP, the Proposer accepts the terms and conditions set forth in this RFP as well as those required by the State of Maryland. Failure to accept these terms and conditions may result in proposal being deemed unresponsive. The University will not consider any attempts to change, waive or override any of the mandatory language provisions, including but not limited “Governing Law, “Termination for Default” and “Termination for Convenience.”

Any additional specific terms and conditions that the Proposer may wish to include, including any contracts which the Proposer proposes to use, must be submitted by the solicitation closing date as part of the Technical Proposal. Terms and conditions submitted by a Proposer after solicitation closing date shall not be accepted and will not be considered for negotiation or incorporation into the terms of the awarded contract.

1.14 Order of Precedence

The contract between the parties will be embodied in the contract documents, which will consist of those items named in 1.13 above, listed in their order of precedence. Modifications to the Order of Precedence of those items will not be accepted in order to protect the University against obscure, unrecognized conflicts between the solicitation and a Proposer’s proposal. In the event of a conflict, the terms of the University Contract shall prevail.

1.15 Announcement of Award

The University will contact the successful firm(s) and notify them of the award.

1.16 Public Information Act

Offerors should give specific attention to the identification of those portions of their bids/proposals that they deem to be confidential, proprietary information or trade secrets and provide justification why such materials, upon request, should not be disclosed by the University under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. Bidders/Proposers must clearly indicate each and every section that is deemed to be confidential, proprietary, or a trade secret. A statement in a header or footer on each page or contained in a preface or opening paragraph indicating that the entire bid or each page is deemed confidential is not adequate. Bidders/Proposers must clearly indicate each and every section that is deemed to be confidential, proprietary, or a trade secret. By submitting a response to this solicitation, the Bidder consents to release of all bid documents with the exception of those specific provisions that are noted confidential, proprietary or a trade secret as defined and set forth in the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.
Any statements requesting to keep portions of the proposal confidential must be included in the cover letter clearing setting forth those specific portions. A mere statement in the preface or notation on each page that the entire proposal is deemed confidential is insufficient for meeting the intent of this requirement nor will Proposers be permitted after the due date and time to designate areas as confidential that were not so noted prior to submission of proposals.

1.17 Piggyback Clause

UMBC is a member of the University System of Maryland (“USM”) and as such, UMBC reserves the right to extend the terms, conditions, and prices of this contract to other institutions of the USM must any of those institutions express an interest in participating in any contract that results from this solicitation Furthermore, on occasion, other State educational institutions (e.g., St. Mary’s College, Morgan State University, Baltimore City Community College) may desire to take advantage of this contract. Each of the piggyback institutions will issue their own purchasing documents. UMBC assumes no obligation on behalf of the piggyback institutions. Proposers must set forth their willingness and ability to extend this contract and the terms, conditions and prices stated herein to these other institutions.

1.18 Debriefing of Unsuccessful Proposers

Unsuccessful proposers may request a debriefing. If the proposer chooses to do so, the request must be submitted in writing to the Procurement Officer within ten (10) days after the proposer knew, or should have known its proposal was unsuccessful. Debriefings shall be limited to discussion of the specific proposer’s proposal only and not include a discussion of a competing proposer’s proposal. Debriefings shall be conducted at the earliest feasible time.

The debriefing may include information on areas in which the unsuccessful proposer’s proposal was deemed weak or insufficient. The debriefing may NOT include discussion or dissemination of the thoughts, notes or ranking from an individual evaluation committee member. A summarization of the procurement officer’s rationale for the selection may be given.

1.19 Maryland Public Ethics Law, Title 15

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

If the bidder/proposer has any questions concerning application of the State Ethics law to the bidder/proposer’s participation in this procurement, it is incumbent upon the bidder/proposer to see advice from the State Ethics Commission; Office of the Executive Director, 9 State Circle, Suite 200, Annapolis, MD 21401, 410-974-2068 or toll free 1-877-669-6085.

The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the bidder/proposer to obtain advice from the State Ethics Commission and may reject a bid or proposal that would result in a violation of the Ethics Law.

The resulting contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the vendor or any State of Maryland employee in connection with this procurement.
1.20 Assistance in Drafting Specifications

Pursuant to the Annotated Code of Maryland, State Government Article, §15-508, a Proposer who employees an individual who assists the Agency in writing specifications for an invitation to bid or a request for proposals for a procurement may not submit a bid or proposal for the procurement or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement. If a Proposer has any questions regarding the applicability of this provision of the State Ethics Law in connection with this procurement, contact the State Ethics Commission, at the information provided above in Section 1.19.

1.21 Accessibility – NOT APPLICABLE

1.22 Rights In Data – NOT APPLICABLE

1.23 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller’s Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (“EFT”) Registration Request Form. Any request for exemption shall be submitted to the State Comptroller’s Office for approval at the address specified on the COT/GAD X-10 form and shall include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form can be downloaded at: http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf

1.24 Non-Visual Access – NOT APPLICABLE

1.25 Smoke-Free Campus

In an effort to provide a healthy, smoke-free environment for everyone on campus, and in accordance with USM policy, effective, July 1, 2013, UMBC has become smoke-free campus.

The campus has provided two designated areas removed from major pedestrian traffic. All existing smoking urns have been removed, and new urns have been placed at each designated smoking area. Permanent smoking shelters will be installed during the fall semester. The two locations will be the Park Road Smoking Area, adjacent to Lots 1 and 3, and the Fine Arts Service Smoking Area, near the Fine Arts Building service area.

We ask that you work with us to ensure that this policy is adhered to. Individuals found in violation will be directed to review the smoking policy online at smokefree.umbc.edu. Those violating the policy after that will be subject to a fine.
2. Scope of Services

2.1 Minimum Mandatory Features/Requirements/Services

The following provides requirements and specifications of the services requested herein.

2.1.1 Must have ability to provide all equipment, materials, supplies and related services necessary to provide full and complete moving services for any item(s) 3000 lbs or less.

(a) After notification, on-site survey appointment must be set-up by next business day with a time mutually accepted by the University and contractor(s). Successful firms(s) must be flexible both in scheduling moves (short notice) and the actual move requirements.

(b) Must be responsible for securing all necessary parking permits from UMBC Parking Services, where applicable.

(c) Must be capable of disassembly/reassembly of desk extensions, bookcases; disassembly of wall mount items; and reinstallation. In some cases reinstallation may not be necessary. The scope of work for each move will address this.

(d) Contractor must take necessary precautions to prevent damage to equipment, supplies and property. Adequate protection must be provided for floors and walls. All items must be properly protected from inclement weather during the preparation of the move and while being moved.

In addition to the contractor's general responsibility to protect University property from damage, the contractor shall be responsible for the protection of finished surfaces such as, but not limited to, the following:

(i) Columns, doors, door frames, and wall corners shall be protected by styrofoam corner brackets or similar material.

(ii) Wall surfaces shall be protected by corrugated wall board or similar materials where required for adequate protection.

(iii) Protective padding shall be provided for all elevators used. The contractor shall assure that weight capacities of elevators used by personnel during the moving process will not be exceeded.

(iv) Contractor damaged finishes shall be completely replaced or refinished by the contractor to the satisfaction of the University.

(v) Carpeting and floors shall be protected by masonite floor boards or similar protective covering when needed and directed by University representative.

(vi) At all times during the proposed move, local ordinances and University regulations shall be observed, including but not limited to: preservation of adequate access to fire exits and extinguishers.
2.1.2 The contractor shall perform all necessary activities to move University offices/labs up to a fifty mile radius from the UMBC Campus, 1000 Hilltop Circle, Baltimore, MD. This would include any campus within the University of Maryland System which falls within this radius.

2.1.3 The normal working hours will be from 8 a.m. to 10 p.m., Monday through Saturday. Premium time (1.5 times the normal rate) will be considered only if scheduled in advance and approved by UMBC; i.e., time worked between the hours of 10 p.m. and 8 a.m., or work on holidays or Sunday. “Holidays” will be defined under this contract as those recognized by the private sector not the State. These would include the following: News Year Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas. Time will not start until arrival at the University department. Travel time to and from UMBC is not a billable or reimbursable item. Any time consumed for meals eaten during the time on the job will be deducted from the actual time worked.

2.1.4 A Lead Move Supervisor/Foreman must be provided for each job. This person(s) must be on location 100% during the move and work with the University at the end of each phase/job, as applicable, to verify equipment placement and inventory check list. As well, this person must be available for any pre-move/planning activities required by the University staff.

2.1.5 Contractor must provide adequate security measures during the move operation to insure all items are accounted for.

2.1.6 Contractor will be responsible for removal and disposal of any debris i.e. packing material resulting from the move. The University trash receptacles are not to be used.

2.1.7 Any articles damaged or lost will be repaired to as good or better condition or replaced by the contractor at no additional cost to the University.

2.1.8 Where packing is done by the University, the University will be responsible for damages incurred. (However, the mover is responsible for training and advising the University on proper packing techniques.) Exceptions would be if there is negligence on the part of the contractor or his/her employees, then the contractor is responsible; and when the contractor does the packing. Whereby, all claims by the University for damaged or lost equipment and furniture must be satisfied within thirty (30) calendar days after the date of the completed move at 100% of repair or replacement cost. Settlement of claim must be satisfactory to the University. The University may withhold payment to the firm in abeyance until all such claims are resolved against the move.

2.1.9 Contractor must have at least the following minimum experience in general office moving business:

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2.1.10 It is preferred by the University that all manpower utilized by the contractor in the performance of the moving services contract be regularly employed, trained moving personnel, who are direct employees of the contracted firm(s); that is, a minimum of one year (1) year of experience in the moving business. In addition, work crew must be easily identified with company-provided ID badges/uniforms. Samples or descriptions of such badges or tags will be furnished to the University prior to issuance of the Notice to Proceed. Proposers are to address their staffing and training of staff within the Technical Proposal.

2.1.11 The University reserves the right to have any one of the contractor's employees removed from any University facility due to improper conduct or appearance.

2.1.12 Contractor must have the capacity/capability for short-term local storage of items.

2.1.13 The University reserves the right to solicit Proposals outside of the contract for any moving services.
2.1.14 Contractor must have experience in dismantling, transporting and re-installing modular furniture systems, i.e. partitions and workstations.

2.1.15 Contractor must have capability to move special equipment, e.g. pianos, main frame computers, electron microscope, portraits.

2.1.16 Contractor must have an inside contact person who works with the University's Manager of Contractual Services to schedule moves.

2.1.17 Contractor's Key Personnel assigned to the University's account must be available via:

1. E-mail
2. Cell telephone

2.1.18 Contractor must supply boxes, tape and labels (in a variety of colors) for moves.

2.2 Implementation and Process

2.2.1 Process of Award for Available Work

Most of the moves under this contract will be small relocations on campus. Typically the largest moves will be student move-ins and out. There will be very little notice for these moves. Most will be last minute notice.

For projects under $25,000.00, the firms will rotate. Projects over $25,000 and under $100,000 may be put out to bid, or the University may obtain a quote from just the two firms, splitting the work between them. Anything over $100,000.00 will go to an RFP or bidding situation.

Work includes, but is not limited to, managing routine move requests from the University of Maryland Baltimore County’s Manager of Contractual Services.

It is the University's intent to have private sources available for this service on an as-needed, as-requested basis. There is no guaranteed minimum or maximum value of this contract.

The mover is expected to take direction from only the Manager of Contractual Services and not have direct contact with individual departments at the University. This includes the following:

2.2.2 Scheduling of Move:

- Manager of Contractual Services will provide a scope of work and inventory to all available on-call movers.

- Manager of Contractual Services will schedule a walk-through of the "send" and "receive" sides, if necessary. It is the responsibility of the mover to verify the inventory provided, as well as thoroughly see the site(s), [i.e. - loading dock access, elevator usage, route to be traveled through building(s), street use/access, etc.]

- Mover is to quote the cost of the move to the Manager of Contractual Services.

- Notice to proceed will be issued to the contractor for moves under $5,000, which will be paid via the University VISA P-Card; and a purchase order will be issued for moves $5,000 and over.
2.2.3 Coordination of Move:

- A Lead Move Supervisor/Foreman must be available for each job. This individual must make himself known to the Manager of Contractual Services and department coordinator and be on site 100% during the entire move. As well, a supervisor is required on the "send" and "receive" sides.

- The Manager of Contractual Services is to be made aware of all requirements of the mover. (i.e. packing requirements, labels, etc. by the mover).

- The mover is to make himself aware of all coordination issues. (i.e. building access, elevators access, etc.) Due to the ongoing University activity, elevators will not be available for exclusive use by the movers. In the event problems are experienced regarding access, the contractor is to contact UMBC's Work Control, Ext. 5-2550 for assistance.

2.2.4 Execution of move:

- Assign appropriate number of staff, tools and equipment. Assign special crews (i.e. packers, assemblers, movers, etc.) if move requires.

- Move is to be conducted in a timely and professional manner.

- Mover must provide adequate security measures during moving operations to insure all items are accounted for.

- Dismantling of items to be moved may be required (mover will not be required to respond to hang items on walls, but will have to reassemble desks, etc.)

- All communications are to be directed to the Manager of Contractual Services for the particular move.

2.2.5 Invoicing:

- Facilities Management is to be invoiced for the actual time and materials utilized on the project, up to the not-to-exceed quoted amount. Invoices in the amount of $4,999 or less will be paid using the University VISA P-Card; invoices of $5,000 or more will be assigned a Purchas Order and will be paid through the State Comptroller via check or EFT.

2.2.6 District:

- The contractor shall be able to move equipment up to a one hundred (100) mile radius from the UMBC Campus.

2.2.7 Travel Time:

- The University will not be billed for travel time to and from the campus or between departments if making several moves on one day.
- Travel time to the campus to perform the work is not covered under this contract, however, travel in connection with the execution of the move is billable.
2.2.8 Parking:

- Movers are **not** to park vehicles in loading docks or leave them unattended while in a loading dock area.

If the successful proposer for the local and small moving contract is a long distance mover or is affiliated with a long distance moving company he/she may be requested to submit pricing for cross country moves which are occasionally required by the University.

Whether or not a proposer is able to participate in long distance moves will not have any bearing on the scoring of the firm's price proposal.

2.3 Financial Report

Proposer must submit a current annual report or statement of financial condition prepared by an independent certified public accountant that includes sufficient data to facilitate the completion of generally accepted financial ration analyses.

2.4 Site Information

The site of this procurement will encompass the University of Maryland Baltimore County and could include those campuses in the University of Maryland System which are within a fifty (50) mile radius of UMBC. UMBC consists of approximately 50 buildings, on 500 acres, 15 miles from downtown Baltimore, in Catonsville, MD.

Refer to UMBC website ([www.umbc.edu](http://www.umbc.edu)) for a Campus Map.

2.5 Period of Acceptance

The selected firm(s) must agree to submit to an acceptance trial period of performance not to exceed one hundred twenty (120) consecutive calendar days. The period will begin on the first full 24 hour work day after the firm and the University management agree and declare the installation of service to be operational.

During the one hundred twenty (120) day period, this service must perform at a rate consistent with the performance specifications of the proposal. Failure to satisfy the "acceptance trial period of performance" may result in cancellation and re-award of said contract.

In the event the selected firm fails to meet all requirements, the University shall declare the firm's services unacceptable, and the firm in default and terminate all agreements, written or verbal, without penalty or obligation to the University consistent with the provisions of the termination for default clauses required in the contract. Further, should there be any dispute/discrepancy on acceptability of said service, decisions made by the University will prevail.

2.6 Unable to Submit a Proposal.

Proposers that are unable or unwilling to submit a proposal on the requirements stated herein are requested to submit the “**No Response**” Form in Appendix A indicating why they decided not to respond.
2.7 Minimum Technical Score

After the first phase of the evaluation, the University will create a short list of most qualified proposers. Only those proposers will move forward in the procurement process.

2.8 Minority Business Enterprise Participation

State-certified Minority Business Enterprises (“MBE”) are encouraged to respond to this solicitation.

2.9 Resident Business Preference – NOT APPLICABLE

END OF SECTION 2
ON-CALL MOVING SERVICES CONTRACT  
RFP # BC-20899-K  
SECTION 3 – SUBMISSION REQUIREMENTS

3. Submission Requirements

Proposer must UPLOAD TO BOX.COM at https://umbc.box.com/moving a proposal response(s) for (complete section with name of contract) necessary to meet the stated requirements in each section of this RFP as an attachment. The name of the uploaded attachment shall have the Proposer's name, "On-Call Moving Services" and "RFP BC-20899-K" prominently displayed, together with the words, "TECHNICAL PROPOSAL" and separately submitted “PRICE PROPOSAL” (i.e. ABC On Call Moving RFP BC-20899-K Technical Proposal). The University reserves the right to photocopy additional copies of any or all parts of the proposal for the evaluation and selection process.

3.1 Two Volume Submission – Organization of Proposals

The selection procedure for this procurement requires that the technical evaluation of the proposals is to be conducted before the price proposals are requested. Consequently, each proposal must be submitted as two separately prepared volumes as indicated below.

The Technical Proposal and/or Price Proposal (if applicable), if submitted by an individual, shall be signed by the individual; if submitted by a partnership, they shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, they shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer there must be attached a copy of that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation. 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.

3.2 Volume I – Technical Proposals

The “Technical Proposal” will contain information that will allow the University to evaluate and rate the Proposer’s ability to meet the requirements of the solicitation; that is, qualifications, experience, knowledge, and any other factors set forth below that may be deemed appropriate by the University. The items set forth below that are “Mandatory” and must be responded to and met by each Proposer in order to be considered.

The information in this section is intended to facilitate the evaluation of each proposal. This volume must be prepared in a clear and precise manner as indicated in this section. Pages MUST be numbered. It must address all appropriate points of the RFP except financial information. This volume must be bound, tabbed and include the following information/items:

A transmittal letter prepared on the Proposer's business stationery should accompany the Technical Proposal. The purpose of this letter is to transmit the Technical Proposal; therefore, it should be brief, but shall list all items contained within each volume as defined below. The letter must be signed by an individual who is authorized to bind his firm to all statements, including services and prices, contained in the Technical Proposal. This volume should be prepared in a clear and precise manner. All appropriate points of the Request For Proposal solicitation must be addressed. The criteria for this volume are listed in Section 3.4 below.
After the technical evaluation, the University will create a short list of most qualified proposers. Only those proposers will move forward in the procurement process. Further discussions and/or presentations, if deemed to be in the best interests of the University will be conducted by the University. Evaluations from this phase may be adjusted to reflect information obtained during the discussions/presentations should it be determined to have them.

The Technical Proposal must be UPLOADED as an attachment to Box.com at https://umbc.box.com/moving. The name of the uploaded attachment shall include the Proposer's name, “On-Call Moving”, and “TECHNICAL PROPOSAL” (i.e. ABC On Call Moving RFP BC-20899-K Technical Proposal).

The following items should be included in the Technical Proposal portion of this Proposal. (Forms for a. through e. are included in the proposal package. Items d. and e. should be provided by Proposer.)

a. Detailed responses to the Technical Criteria listed in Section 3.4 entitled "Submission Requirements";

b. Bid/Proposal Affidavit;

c. Acknowledgement of Receipt of Addenda - (to be used if any addenda are issued prior to bid price due date.);

d. Copy of Proposer's License to do Business; and

e. Copy of Certificate of Insurance for General Liability Insurance.

Note: It is the Proposer's responsibility to fully review the RFP Documents to insure his/her Technical Proposal contains all requested information.

3.3 Volume II – Financial Proposals

Financial Proposals will only be requested by Addendum from firms achieving the minimum technical score. This volume must be UPLOADED as an attachment to Box.com and must provide the information requested in Appendix B. The name of the uploaded attachment shall include the Proposer's name, “On-Call Moving”, and "Financial Proposal". Proposers must provide the following information/items in their Financial Proposals:

a. As explained previously in Section 3.2 above, upon completion of the technical evaluation, the University will create a short list of most qualified proposers. Only those proposers will move forward in the procurement process and receive an addendum requesting the Price Proposal.

b. Complete the Price Proposal Form found in Appendix B.

c. The Price Proposal should be UPLOADED TO Box.com and shall have the Proposer's name, the project name and the project number prominently displayed, together with the words "PRICE PROPOSAL" (i.e. ABC On Call Moving RFP BC-20899-K Price Proposal). It should consist of the Price Proposal Form which is provided in Appendix B of the RFP document. The link to upload the Price Proposal will be provided in the addendum issued by the University.

c. It is anticipated that the Price Proposals will be due on Thursday, January 9, 2014, on or before 2:00 P.M.
3.4 **TECHNICAL PROPOSAL REQUIREMENTS**

The following information must be furnished in the Technical Proposal portion of the Request For Proposal. Failure to include any of the items noted below in your technical proposal may result in the proposal being considered non-responsive. The criteria are listed in order of importance. Proposers are to compile their Technical Proposal in this same order.

3.4.1 **MANDATORY REQUIREMENTS** Proposers are to provide evidence of the following mandatory requirements:

   a) must have 5 years of experience in moving services operating under the same name as the proposing firm;

   b) must certify that they have adequate resources available to conduct the moving services as required.

   These are mandatory requirements. Higher consideration will be given in the technical evaluation if more than these minimums are shown.

3.4.2 **DESIRABLES**: The following criteria will be evaluated and are listed in order of importance. Proposers are to compile their Technical Proposal in this same order.

1. **APPROACH TO CONTRACT/Written Plan of Operations**: Complete the enclosed "Approach to Contract" Form describing how your firm plans to organize, manage, and execute the moving services to be provided to the University.

   Also, how your firm handles the damages/claims process: include who is responsible for handling this from your firm; the length of time it takes; and what is involved.

   **NOTE**: An "Approach to Contract" Form was developed for use on this procurement to insure that all requested information is provided. Proposers are not required to utilize this form; however, should a Proposer elect not to use this form, it is the Proposer's responsibility to provide all requested information within his/her Technical Proposal.

   Items to be addressed are to include, but are not limited to the following:

   a. Your firm's abilities in handling local moves (department and office moves on campus).

   b. Your firm's capabilities in managing long distance moves or affiliation with a company that can handle this type of move.

   c. A description of the number of trucks you have available, as well as, any specialized equipment you can provide to the University which will expedite the moving process.

   d. Types of pre-move procedures your firm utilizes. The proposal should include a detailed description of how the mover plans to ensure safe, orderly and accurate movement and relocation of property.

   Each vendor submitting a response must include with his/her proposal a descriptive report which describes the methods to be used to protect materials and facilities from loss or damage resulting from transportation or weather hazards, theft or other causes.
e. Your firm's ability to move specialized equipment (lab, vibration sensitive equipment)? What experience have you had in the past in moving this equipment?

f. Each proposer must submit as part of his/her proposal, a complete listing and description of equipment intended for use during the moving contract.

g. Your firm's ability to disassemble and re-assemble modular furniture systems. What type of systems furniture does your firm have experience with? What specialized staffing do you utilize for this furniture?

h. Your firm's ability to provide local storage facilities.

i. Your firm's ability to crate equipment.

2. KEY PERSONNEL/STAFFING/REFERENCES

2.1 KEY PERSONNEL: Within this category, the named positions are defined below. Complete a "Key Personnel" Form and "Key Personnel Attachment" Form for each of these positions. These Key people must be direct employees of the proposing firm and must speak English.

a.) Account Manager: This position is defined as:

- Person from firm who will be involved on a continual basis from commencement of the contract until its completion;
- is responsible for the account;
- is the University's primary point of contact;
- is responsible for the overall management of the moving team and the completion of all services;
- is responsible for the direct supervision of the Lead Move Supervisors; and
- is the person who MUST attend all walk throughs of the move for submittal of quotation. This person MUST be present at the start of the moves, as well as, periodically checking on the progress of the moves.
- is responsible for following-up after the move to double check with the University's coordinator as to their satisfaction, and approval for payment.

b.) Lead Move Supervisor: this person will be on site 100% once the move commences and will supervise the moving laborers, and provide daily coordination of the work on site to maintain the schedule and provide on site management as needed. Firm may submit more than one person for this position, but no more than two (2).

The Key Personnel Form was developed for use on this procurement to insure that all requested information is provided. Proposers are not required to utilize this form; however, should a Proposer elect not to use this form, it is the Proposer's responsibility to provide all requested information within his/her Technical Proposal.
Provide the name(s) of the Account Manager and Lead Move Supervisor/Foremen to be assigned to this contract, if awarded, and complete a Key Personnel Form on each inclusive of the following information:

- **Educational background**;

- **Work experience with the proposing firm** inclusive of duration of employment and position(s) held;

- **Work experience with prior employers**, durations of employment and position(s) held;

- **Specific contract experience similar to the "On-Call Moving Contract" at UMBC** (preferably the projects listed in 2.2 below) and the role this person played in each selected project. A brief description of the project should be provided including the type of service work performed (i.e. local moves, small moves, long distance, storage, dollar volume of contract, and term of contract if not provided elsewhere in the technical proposal).

2.2 **KEY PERSONNEL REFERENCES**:

Provide three (3) project references on each of the proposed key people inclusive of contact person, phone number in the space provided on the Key Personnel Attachment Form. Such references are to be project references not employment references. It is important that such references can speak to the performance of the person in the role to be assigned.

It is imperative that the contact names and phone numbers given for the projects listed 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.

Such references are to be from different projects; that is, only one reference per contract is allowed.

2.3 **STAFFING PLAN**: Complete the enclosed "Staffing Plan Form" (found in Appendix A). Describe your staffing plan for the entire scope of work for this contract, inclusive of, but is not limited to, a) the number of supervisors (the University requires a supervisor on both the "send" and "receive" side, unless the scope of work states otherwise); b) the number of workers and how they will be organized/their duties; and c) the number of drivers. Are these staff direct employees of the contractor? How does your firm supplement the labor force if a move warrants additional manpower? Describe how the moving teams will communicate and coordinate between and amongst themselves when required. As well, describe the involvement required of the UMBC Staff. Refer to Section 2 Item "2.1.9" for minimum experience requirements.

**NOTES:** **Personnel Commitment**: By submitting these names for consideration, the Proposer is committing the Account Manager and Lead Move Supervisors to UMBC for this On-Call Moving Contract, if awarded. No personnel changes will be permitted without written authorization from the University via a contract amendment.
3. **EXPERIENCE ON SIMILAR PROJECTS/REFERENCES:**

3.1 Complete the **Firm Experience Form** (found in **Appendix A**) for three (3) companies/institutions which have, or have had, contracts with your firm of a similar size and nature as described herein. In order to be considered as experience the following criteria **must** be met:

(a) the contracts must be in excess of $25,000/year, with higher consideration given for contractors experience with contracts over $30,000/year;

(b) have been completed in the last five (5) years, operating under the same name as the proposing firm, with higher consideration if completed in the last three (3) years;

As indicated on the form, the following information is to be provided for each project as follows:

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

b. A brief, but detailed, description of the type of move performed;

c. The name of your firm's supervisory personnel for the contract move;

d. The dollar amount of the contract;

e. The term of the contract; and,

f. List the similarities of your references to the On-Call Moving Contract at the University.

3.2 **FIRM REFERENCES:** The references of customers of previous similar work given in 3.1 above will be checked by the University. Such references are to be **project references not employment references**; that is, the University is interested in speaking to someone who can comment on your firm's ability to do a project of this type.

Such references are to be from different contracts; that is, only one reference per contract is allowed.

In addition, provide one (1) additional project reference for the University to check and provide a brief description of the contract. All references should include a contact person who can comment on your firm's ability to do a project of this type.

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.

4. **PROFILE OF COMPANY:** **NOTE:** Proposing Contractor must have 5 years of experience in performing moving services, operating under the same name as the proposing firm.

4.1 Complete the enclosed "**Company Profile**" Form (found in **Appendix A**) for the Proposing Firm. All blanks should be filled in. (If Proposing Firm is part of a parent organization, information provided should be for that office which will service the University's moves.)
4.2 In addition, complete the "Annual Sales Volume" Form on your firm for the last three (3) years with the total sales dollars and percent of sales for commercial versus residential moves.

The University reserves the right to request proof of ownership/incorporation to insure that the mandatory criteria regarding number of years experience is met.

END OF SECTION 3
SECTION 4
EVALUATION AND SELECTION PROCESS

ARTICLE 1
TECHNICAL PROPOSAL SUBMITTAL

4. EVALUATION PROCESS

4.1. TECHNICAL PROPOSAL SUBMITTAL:

The Technical Proposal must be uploaded to Box.com at https://umbc.box.com/moving as an attachment. The name of the uploaded attachment shall have the Proposer's name, "On-Call Moving Services" and "RFP BC-20899-K" prominently displayed, together with the words, "TECHNICAL PROPOSAL" (i.e. ABC On Call Moving RFP BC-20899-K Technical Proposal).

Technical Proposals shall be delivered electronically on, or before, Thursday, December 12, 2013, at 2:00 p.m., to the University's BOX Website:

The technical proposal should be prepared in a clear and precise manner. All appropriate points of the Request For Proposal solicitation must be addressed. No information on price is to be included in the Technical Proposal. To facilitate the University's review, Proposers are requested to organize their response 1) in the order listed and 2) with a tab/section for each technical criteria. The requirements for this volume are listed above in Section 3.

After the technical evaluation, the University will create a short list of most qualified proposers. Only those proposers will move forward in the procurement process. Refer to Section 4, Article 2 for further information regarding the evaluation process.

The following items should be included in the Technical Proposal portion in the order listed. (Forms for c., f., and g. are included in Appendix A. Item a., b., d., and e. should be provided by Proposer.)

a. Transmittal Letter;
b. Letter verifying compliance with Mandatory Requirement (see Section 3, "D" for details);
c. Detailed responses to the Technical Criteria listed in Section 3.4. Technical Proposal Requirements
   - Approach to Contract/Written Plan of Operations
   - Key Supervisory Personnel/References/Staffing of the Contract
   - Similar Firm Experience/References
   - Company Profile
d. Copy of Proposer's License to do Business;
e. Copy of Certificate of Insurance for General Liability Insurance;
f. Bid/Proposal Affidavit; and
g. Acknowledgement of Receipt of Addenda - (to be used if any addenda are issued prior to proposal due date.)

Note: The Price Proposal Form is provided in Appendix B and will only be requested by Addendum to the shortlisted firms.

END OF SECTION 4, ARTICLE 1
EVALUATION AND SELECTION PROCESS

ARTICLE 2
EVALUATION OF PROPOSALS

4.2 Evaluation and Selection Committee

To assist the Procurement Officer during the evaluation process, the Procurement Officer intends to establish an Evaluation and Selection Committee to review and evaluate the proposals. The Committee will be composed of the Procurement Officer and any other individuals that the Procurement Officer may appoint. The Procurement Officer may request additional technical assistance from any source within the University or the State.

4.2.1 Qualifying Proposals

.1 Proposals will be initially reviewed for compliance with the mandatory requirements, as well as, the submission requirements of this procurement including timeliness, format and completeness. Failure to comply with any of the submission requirements may result in the proposal being classified as not reasonably susceptible for award.

.2 Minor irregularities in proposals that are immaterial or inconsequential in nature, as determined by the Procurement Officer, may be cured or waived whenever it is determined to be in the best interest of the University.

4.2.2 Evaluation Procedure

In order to be deemed responsive, proposals must be submitted to The University’s BOX Website:

4.3 Evaluation In Accordance With Specifications

The words “must, shall or will” indicates a mandatory requirement. In order to be considered, the Proposer must be able to provide all mandatory requirements; that is, the Proposer is fully capable of delivering the item(s) or service(s) specified in the RFP. Each Proposer must provide a written detailed response to each specification beginning with the words “Proposer complies…” A mere response of “yes” is insufficient to show that the Proposer can meet a mandatory requirement. Proposer must state how it is met. Proposers will be scored on how well their response to the mandatory requirements meets the needs of the University. Failure to provide a mandatory requirement will be grounds for rejection of Proposal.

The word “should” indicates something that is recommended but not mandatory. If the proposer fails to provide recommended information, the University may, at its sole option, ask the proposer to provide the information or evaluate the proposal without the information.

The words “may” or “it is desirable” if used in this document, indicate something that is not mandatory but permissible/desirable features. Proposal must state clearly whether or not the Proposer is capable of delivering the item(s) as specified in the proposal. The desirable specifications are clearly separated from the mandatory specifications in each section of the RFP.
4.4 Technical Evaluation

4.4.1 The evaluation will be conducted in one (1) phase. During the technical evaluation phase proposals will be evaluated on how they meet the evaluation criteria set forth in Section 2 and summarized below (in descending) order of importance, of the solicitation and how well the response meets the needs of the University.

Mandatory Requirements
- Approach to Contract / Written Plan of Operations
- Key Supervisory Personnel/References/Staffing of the Contract
- Similar Firm Experience/References
- Company Profile
- Copy of Proposer’s License to do Business
- Copy of Certificate of Insurance

4.4.2 After the technical phase of the evaluation, the University will create a short list of most qualified proposers. Only those proposers will move forward in the procurement process.

4.5 Discussions, Negotiations, Best and Final Offers

4.5.1 The University reserves the right to recommend a Proposer for contract award on the basis of initial proposals without discussions or negotiations; therefore, Proposers must not rely upon an opportunity for discussions, presentations, etc. to clarify proposals or provide information. Discussions or negotiations may be conducted with all short-listed firms whose proposals are initially classified as reasonably susceptible being selected for award.

4.5.2 In the event that the Procurement Officer determines that further discussions would be in the best interest of the University, the Procurement Officer shall establish procedures and schedules for conducting discussions and will notify qualified Proposers.

4.5.3 Proposal Negotiations. The University reserves the right to conduct negotiations with competing Proposers during the evaluation process. Such negotiations will be conducted in accordance with the University System of Maryland Procurement Policies and Procedures.

4.6 Financial Proposal Evaluation

4.6.1 After the completion of the Technical Evaluation, the University will create a short list of most qualified proposers who will receive an Addendum from the University requesting Price Proposals.

4.6.2 Price Proposals will be opened privately.

4.6.3 Price Proposals will be evaluated based on "sample" move task orders. The University will use two (2) “sample” move scenarios plugging in the pricing provide by each firm in their Price Proposal to determine the two (2) successful firms.

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

4.7 Recommendation of Award

4.7.1 Whether or not a Proposer is able to participate in long distance moves will not have any bearing on the scoring of the firm's Price Proposal. In the event the University requires services for a long distance move, the successful vendor(s) will be asked to quote on the specific move.
4.7.1 The scoring of the price proposal will be combined with the corresponding total technical score based on the Technical Evaluation to determine a final rating for each proposal.

4.7.2 **Technical merit will be given a greater weight than cost.**

4.7.3 The University reserves the right to make an award with or without negotiations.

4.7.4 The Committee will make a recommendation to the Procurement Officer for the award of the contract to the responsible Proposer whose proposal is determined to be the most advantageous and presents the best value to the University considering technical and price factors set forth in this RFP. The final decision for award will be made by the Procurement Officer based on a determination that the Proposer best meets the needs and interests of the University.

4.7 **Duration of Proposal**

Proposals are to be held valid for a minimum of 120 days following the closing date for this RFP. If an award is not made during that period, all Proposals shall be automatically extended for another 120 days, unless specific notice is given by the Proposer at least 15 days before the expiration of the then current 120-day period. Proposals will be automatically renewed until such time as either an award is made or proper notice is given to the University of Proposer’s intent to withdraw its proposal. By submission of a proposal each Proposer guarantees that its proposal shall be firm for the period specified above.

**END OF SECTION 4, ARTICLE 2**
SECTION 4
EVALUATION AND SELECTION PROCESS

ARTICLE 3
RATES AND MARK UPS

1. **CONTRACTOR'S LABOR RATES**

   A. It is understood and agreed that the cost of all of the following items shall be included in the Contractor's Labor Rates. These are not intended to be a complete listing.

   1. Salaries of the Contractor's executive officers and office employees in whatever capacity employed, including such time as is spent at the job site or elsewhere in connection with the work, or time spent in consultation with University's representatives. *However, there is to be no reimbursement for preparation of NTE price quotation for requested moving services.*

   2. Expenses incurred in conducting the Contractor's business and his offices wherever located.

   3. The Contractor's legal expense in connection with any work under the Contract.

   4. Premiums for Workmen's Compensation and Unemployment Insurance, Contractor's share of Social Security Payment, and other such expenses based on payrolls of labor performed in connection with the work under the Contract.

   5. Premiums for insurance for this Contract as required by the Specification or by the law to carry including Contractor's Liability, Property Damage, Vehicle Insurance on tools and equipment as stipulated in the Specifications.

   6. Fringe benefits for health and welfare, Workmen's Compensation insurance, vacations, holidays and pensions shall be furnished by the Contractor.

   7. Tools and moving equipment of all types including maintenance, loss and breakage as required to complete the work.

   8. Overtime or incentive pay.

   9. Accounting records.

   10. All costs incurred by the Contractor in connection with the Guarantee as specified.

   11. Overhead of general expenses of any kind not expressly indicated in the Specifications.

   12. All overhead and profit associated with labor.

   13. Trucking, including use of truck and all fuel, depreciating, maintenance, and repair costs.

   14. Expense incurred in complying with the labor and equal opportunity provisions of the Contract.

   15. Travel costs for Contractor's business operation or employees’ residence to job site of University of Maryland Baltimore County.
16. Welfare funds such as vacation allowance or other fringe benefits which are included in the local prevailing wage rates by written agreement between Contractors and Labor Unions.

B. The University will reimburse the Contractor as "labor cost" as follows:

1. Only for laborers, drivers, packers, etc. at the scale or hourly cash wages as designated in the Contractor's Proposal Price. Labor cost shall include all workmen directly employed for the project and shall include all items noted in A above.

2. Contractor's Lead Move Supervisor at the scale or hourly cash wages as designated in the Contractor's Proposal Price. Labor cost shall include all workmen directly employed for the project and shall include all items noted in A above.

3. Contractor's Account Manager, when required, at the scale or hourly cash wages as designated in the Contractor's Proposal Price. Labor cost shall include all workmen directly employed for the project and shall include all items noted in A above. (No reimbursement for preparation of NTE price is allowed.)

C. 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 to the letter of acknowledgement or purchase change order as agreed to in the submitted not-to-exceed price by the Contractor or as required in the scope of work issued by the University on a particular object or project.

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

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

F. Incentive payment or premium payments made to any employees by the Contractor either as permanent employee pay, subsistence or other pay in excess of the wage shall be at the expense of the Contractor and must be included as part of the quoted Labor Rates per A above.

2. "JOB COSTS" WHICH THE CONTRACTOR WILL BE REIMBURSED (Material, Subcontractor & Equipment Rental on a cost plus fixed percentage mark-up per the Contractor's Proposal Price).

A. The net cost of all materials (i.e. boxes, bubble wrap, tape, etc.) at the quoted rates, including applicable federal or state taxes and delivery to the University will be applicable for payment.

B. All payments made for subcontractors cost plus fixed percentage mark-up. (Such subcontractors must have been itemized on the NTE price provided to the University.)

C. All payments made for special equipment rental cost plus fixed percentage mark-up. (Such equipment rental must have been itemized on the NTE price provided to the University.)
3. **RECORDS OF PROJECT COSTS TO BE PROVIDED BY THE CONTRACTOR**

A. **Records:** All the below listed items, records and reports shall be furnished to the University as required by the Contractor's office staff (the cost of which is included in the Contractor's quoted labor rates). See paragraph B. below as to documentation to be provided by the Contractor Certificates of Payment. When requested by the University, the Contractor is required to furnish any records within ten (10) days of the request. The following records shall be retained by the Contractor for three (3) years after completion of a project.

   Purchase Orders and invoices for materials inclusive of tool rentals as well as proofs of payments (cancelled checks);

   Subcontract agreements as well as proofs of payments (cancelled checks); and,

   Payroll records for all of the General Contractor's personnel inclusive of the Account Manager and Lead Move Supervisor and trade people.

   Final billings on the assigned moving projects must be submitted with a Final Release Form to the University for processing. Failure to submit this required release form will result in the final invoice returned to the Contractor for compliance.

B. **Billing Format:**

   1. With each invoice, the Contractor is to attach the following backup information.

      a. Copies of delivery receipts verifying materials provided inclusive of transportation charges.

      b. Statement of labor costs inclusive of name, classification, total hours for each, rate and extension total for work performed by the Contractor's own forces.

      c. Copy of any subcontractor's and/or approved equipment rental invoices which are applicable.

      d. Statement verifying trucks/vans used.

END OF SECTION 4, ARTICLE 3
END OF SECTION 4
ON-CALL MOVING SERVICES CONTRACT
RFP # BC-20899-K
SECTION 5

General Information For Proposers

1 Definitions

1.1 **Award** means the decision by the University to execute the purchase agreement or contract after all necessary approvals have been obtained.

1.2 **COMAR** refers to the *Code of Maryland Regulations*.

1.3 **Contract** means the agreement entered into by the University as a result of this solicitation.

1.4 **Contractor** means the successful Proposer receiving a contract as a result of this solicitation.

1.5 **MBE** means “Minority Business Enterprise” which is any legal entity other than a joint venture, organized to engage in commercial transactions which is at least 51 percent-owned and controlled by one or more minority persons, or a nonprofit entity organized to promote the interests of the physically or mentally disabled as certified by the Maryland Department of Transportation. Refer to section 2.20 below.

1.6 **Proposer** means any person submitting a response to an RFP.

1.7 **Proposals** means the response by a Proposer to a request for proposals issued by a procurement agency to obtain goods or labor. The response may include but is not limited to a Proposer’s price and terms for the proposed contract, a description of technical expertise, work experience, and other information requested in the solicitation.

1.8 **RFP** means Request for Proposal(s).

1.9 **Time** – any time stated in this solicitation (e.g., 11:00 a.m.) is eastern standard time (“E.S.T.”)

1.10 **University or “UMBC”** – means the University of Maryland Baltimore County.

1.11 **USM** means the University System of Maryland.

2 General

The following general information is provided and must be carefully followed by all Proposers to insure that proposals are properly prepared.

2.1 Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed by a duly authorized person.

2.2 Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent of the corporation must be accompanied by evidence of his or her authority.

2.3 All material submitted in response to this RFP becomes the property of the University and will only be returned to the Proposer at the sole option of the University.
2.4 Addenda and Amendment to the RFP

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

RECEIPT OF THE ADDENDA, AMENDMENT AND/OR CHANGE ISSUED MUST BE ACKNOWLEDGED IN WRITING BY PROSPECTIVE PROPOSERS AND EACH INCLUDED IN THE TECHNICAL PROPOSAL. An “Acknowledgement of the Receipt” Form (found in Appendix A) for all amendments, addenda, and changes issued shall be required from all vendors submitting a proposal.

2.5 Cancellation of The RFP

The University reserves the right to cancel this RFP, in whole or in part, at any time before the opening of the proposals. Should it become evident during the evaluation of the proposals that it is no longer in the best interest of the University to make an award under this solicitation, the University reserves the right to cancel the RFP. The University will not be responsible for any costs incurred due to cancellation of the RFP.

2.6 Rejection of Proposals

The University reserves the right to reject any and all proposals, in whole or in part, if (among other reasons):

.1 In the determination of the University, if the pricing proposed is unrealistic or exceeds available funding.
.2 The Proposer takes exception to the terms and conditions of this RFP;
.3 The Proposer fails to comply with the requirements set forth herein for participating in this RFP process;
.4 The University determines that the proposal is incomplete in any way; or
.5 The Proposer fails to meet any of the requirements/specifications set forth in this solicitation;
.6 The University determines that the proposal is not in its best interest.

The University will not be responsible for any costs incurred due to rejection of the RFP.

2.7 Minor Irregularities or Deficiencies in Proposals

The University may request clarifications from any Proposer under consideration. If the University determines that a Proposer has made a minor irregularity or deficiency, the University reserves the right to waive any minor irregularity or deficiency or to allow a Proposer a reasonable opportunity to cure the minor irregularity or deficiency. Such a clarification will not be considered an amendment to the Proposal.

2.8 Withdrawal of Proposals

Proposals may be withdrawn only if a request is made in writing before the due date and time. No amendment or withdrawal will be permitted after the due date and time.
2.9 Oral Presentations

At the sole option of the University, during the technical evaluation, Proposers who submit proposals may be required to make individual presentations to University representatives in order to clarify their proposals. Proposers are not permitted to disclose or discuss any financial information during these presentations. Doing so may result in rejection of the proposal. The University reserves the right to make an award based upon the information submitted without presentations; therefore, Proposers must be certain that proposals are clear and complete when submitted and not rely upon such presentations to present information and/or clarify proposals.

2.10 Incurred Expenses

The University will not be responsible for any costs incurred by any Proposer in preparing and submitting a proposal.

2.11 Economy of Preparation

Proposals must be prepared simply and economically, providing a straightforward, concise description of the Proposer’s proposal to meet the requirements of the RFP.

2.12 Proposal Bond – NOT APPLICABLE

2.13 Additional Security – NOT APPLICABLE

2.14 Surety Bond Assistance Program – NOT APPLICABLE

2.15 Multiple Proposals

Vendors may not submit more than one proposal.

2.16 Alternate Solution Proposals

Alternate Solution Proposals will NOT be accepted.

2.17 Evidence of Responsibility

Prior to the award of a contract pursuant to this RFP, the Procurement Officer may require a Proposer to submit such additional information bearing upon the Proposer’s ability to perform the contract as the Procurement Officer deems appropriate. The Procurement Officer may also consider any information otherwise available concerning the financial, technical, and other qualifications of the Proposer.

2.18 PROPOSAL AFFIDAVIT AND CERTIFICATIONS

State procurement regulations require that proposals contain certifications regarding non-collusion, debarment, cost and price, etc. The affidavit form, which should be completed by all respondents and returned with their respective responses, is included in Appendix A of the RFP.

2.19 Execution of Proposals

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

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

1. Sole Proprietorship – signed by proprietor with full name address.
.2 Partnership and Joint Venture - If a proposal is submitted by a partnership (including a joint venture), it must be submitted in the partnership name. The partnership name and the identity of each general partner must be made clear and all affidavits and certificates must be executed on behalf of the partnership or on behalf of each general partner. No provision of any agreement among partners will be binding on the State unless it is disclosed in the proposal. Reasonable evidence satisfactory to the State of the authority of one partner to bind the other purported partner(s) must also be given in the proposal. It is recommended that the proposal contain a copy of the partnership agreement, of one exists. If no partnership agreement exists and if the number of general partners is reasonably small, each general partner must execute all required documents, including proposals. At the State’s option all general partners may be required to sign the proposal. Failure to present the State with satisfactory information concerning a purported partnership may be grounds for finding a proposal unacceptable.

.3 Corporation – An officer or authorized agent of the corporation shall sign his/her full name, indicate his/her title and include the name and address of the corporation. In the case of an authorized agent, a letter from an officer of the corporation authorizing said individual to act on behalf of the corporation must be included.

2.20 Minority Business Enterprise Notice

Minority Business Enterprises are encouraged to respond to this solicitation notice. Proposers who wish to be considered as Minority Business Enterprise and non-minority Proposers who utilize certified Minority Businesses as subcontractors for purposes of this solicitation must provide documentation with their proposal submittal as referenced in Section 3.

2.21 Arrearage

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

2.22 Taxes

The University is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and the District of Columbia Sales Taxes and Transportation Taxes, except as noted in the applicable sections of COMAR. Exemption Certificates shall be provided upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay Maryland Sales Tax and the exemption shall not apply.

2.23 Indemnification and Responsibility for Claims and Liability

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

2.23.1 The Contractor shall indemnify, save harmless and defend, the University of Maryland, Baltimore County, its officers, employees and agents, from any and all claims, liability, losses and causes of actions which may arise out of the performance by the Contractor, its employees, agents, or subcontractors, of the work covered by this Contract.

2.23.2 The State has no obligation to provide legal counsel or defense or pay attorney’s fees to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to the contract against the Contractor or its subcontractors as a result of or relating to the Contractor’s obligations under this Contract.
2.23.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor’s obligations under this Contract.

2.23.4 The Contractors shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or related to the Contractor’s obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor’s performance under this Contract.

2.24 Insurance:

2.24.1 The Contractor shall secure, pay the premiums for, and keep in force until the expirations of this Contract, and any renewal thereof, adequate insurance as provided below, adequate insurance to specifically include liability assumed by the Contractor under this Contract.

.1 Commercial General Liability Insurance including all extensions:

- $2,000,000 each occurrence;
- $2,000,000 personal injury;
- $2,000,000 products/completed operations;
- $2,000,000 general aggregated

.2 Workmen’s Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland.

.3 Owner’s Landlord’s and tenant’s and Contractor’s bodily injury liability insurance, with limits of not less than $500,000 for each person and $2,000,000 for each accident.

.4 Property damage liability insurance with a limit of not less than $2,000,000 for each accident.

.5 If automotive equipment is used in the operation, automobile bodily injury liability insurance with limits of not less than $1,000,000 for each person and $2,000,000 for each accident, and property damage liability insurance, with a limit of not less than $2,000,000 for each accident.

2.24.2 All policies for liability protection, bodily injury or property damage must specifically name or its face, the University of Maryland Baltimore County as an additionally named insured as respects to operations under the contract and premises occupied by the Contractor provided, however, with respect to the Contractor’s liability for bodily injury or property damage under items 2.24.1 – 2.24.6 above, such insurance shall cover and not exclude Contractor’s liability for injury to the property of the University of Maryland Baltimore County and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees or guests of the University of Maryland Baltimore County.

2.24.3 Each insurance policy shall contain the following endorsements: “It is understood and agreed that the Insurance Company shall notify in writing Procurement Officer forty-five (45) days in advance of the effective date of any reduction in or cancellation of this policy.” A certificate of each policy of insurance shall be furnished to the Procurement Officer. With the exception of Workmen’s Compensation, upon the request of the Procurement Officer a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company, shall be furnished to the Procurement Officer. A certificate of insurance for Workmen’s Compensation together with a properly executed endorsement for cancellation notice shall also be furnished. Following the notice of Contract award, the requested Certificates and Policies shall be delivered as directed by the Procurement Officer. Notices of policy changes shall be furnished to the Procurement Officer.
2.24.4 All required insurance coverages must be acquired from insurers (rather than the agent) allowed to do business in the State of Maryland and acceptable to the University. The insurers must have a policyholders’ rating of “A-” or better, and a financial size of “Class VII” or better in the latest edition of Best’s Insurance Reports.

2.24.5 Each insurance policy shall contain the following endorsements: “It is understood and agreed that the Insurance Company shall notify in writing the Assistant Vice President for Administrative Services thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy.” A certificate of each policy of insurance shall be furnished to the Procurement Officer. With the exception of Workmen’s Compensation, a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company, shall be furnished to the Procurement Officer. A certificate of insurance for Workmen’s Compensation together with a properly executed endorsement for cancellation notice shall also be furnished. The above policies and certificate shall be delivered to the Procurement Officer within fifteen (15) days following the date of notice of Contract award. The insurance companies providing the above coverage shall be satisfactory to the University. Notices of policy changes shall be furnished to the Procurement Officer.

2.24.6 The awarded firm(s) will be required to provide the following documentation:

.1 Any endorsements from the insurer itself (rather than the agent)

.2 Requested to see all coverage declaration pages together with all endorsements (to confirm compliance with the coverage requirements.)

2.24.7 Assignment

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

TECHNICAL PROPOSAL FORMS

1. Approach To Contract
2. Key Personnel Form / Key Personnel Attachment Form
3. Staffing Plan Form
4. Firm Experience Form
5. Company Profile Form
6. Bid/Proposal Affidavit Form
7. Acknowledgement of Receipt of Addenda
8. “No Response” Form

It is the Proposer’s responsibility to familiarize himself/herself with ALL REQUIRED CONTENTS of the Technical Proposal submittal.
APPROACH TO CONTRACT
FOR THE
ON-CALL MOVING SERVICES CONTRACT
RFP BC-20899-K
Page 1 of 3

The following items are to be addressed concisely and completely. This approach is to be developed by each Proposer in response to the RFP; however, the final and actual approach utilized for the planning, management, and execution of the moving services will be developed between the successful Proposer and the University.

1. Discuss your firm's capabilities in handling local moves, small moves and long distance moves.

2. Provide a description of the number of trucks you have available, as well as, any specialized equipment that you can provide to the University which will expedite the moving process.

3. a.) Describe the types of pre-move procedures your firm utilizes.

   b.) What type of training or instruction are routinely provided to the requesting client:

4. Describe your firm's ability to move specialized equipment (lab, vibration sensitive equipment, computers, etc.)? What experience have you had in the past in moving this type of equipment?
5. Discuss your firm's ability to disassemble and re-assemble modular furniture systems. What type systems does your firm have experience with? How is staffing handled for this (i.e. special crew or same people)?

6. Does your firm have local storage facilities? ___Yes ___No
If yes, where? ________________________________________________________________

7. Does your firm have the ability to crate equipment? ___Yes ___No
If yes, describe methods: ______________________________________________________

8. How will your firm protect the buildings' surfaces and finishes (i.e. columns, doors, door frames, wall corners, wall surfaces, elevators, end panels of the shelving ranges, carpeting, flooring, etc.) from damage during the move?

9. What equipment will you have to rent, if any, to perform this contract?
10. Will your firm utilize any subcontractors on the contract? If so, please list in what capacity?

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

10.1 Subcontractor names, addresses and phone numbers:

a. _______________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

b. _______________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

c. _______________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

11. Also, how your firm handles the damages/claims process: include who is responsible for handling this from your firm; the length of time it takes; and what is involved?

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

END OF FORM
KEY PERSONNEL FORM
RFP BC-20899-K

1. PERSON'S NAME: _________________________________________________

2. POSITION TO BE ASSIGNED:  ____ Account Manager
  ____ Lead Move Supervisor

3. TECHNICAL TRAINING/EDUCATIONAL BACKGROUND: **

<table>
<thead>
<tr>
<th>Association/Institution</th>
<th>Apprenticeship/Degree - Major</th>
<th>Licenses/Seminars Date Earned</th>
</tr>
</thead>
<tbody>
<tr>
<td>________________________</td>
<td>_____________________________</td>
<td>_____________________________</td>
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<td>________________________</td>
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</tr>
</tbody>
</table>

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

4.1 CURRENT EMPLOYER'S NAME: ___________________________________________

DATES OF EMPLOYMENT: ________________________________________________

<table>
<thead>
<tr>
<th>POSITION HELD</th>
<th>DURATION BY DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________________</td>
<td>__________________</td>
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<td>____________________</td>
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</tbody>
</table>

4.2 PRIOR EMPLOYER'S NAME: ____________________________________________

DATES OF EMPLOYMENT: ________________________________________________

<table>
<thead>
<tr>
<th>POSITION HELD</th>
<th>DURATION BY DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________________</td>
<td>__________________</td>
</tr>
<tr>
<td>____________________</td>
<td>__________________</td>
</tr>
</tbody>
</table>
4.3 PRIOR EMPLOYER'S NAME: ________________________________________________

DATES OF EMPLOYMENT: ________________________________________________

<table>
<thead>
<tr>
<th>POSITION HELD</th>
<th>DURATION BY DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>

5. PROJECT EXPERIENCE/REFERENCES: Complete the attached chart for a **minimum of three** (3) projects for which this person was the Account Manager or Lead Move Supervisor/Foreman.

**NOTE:** If a Proposer finds the space provided is insufficient, he can attach additional pages to this form as he finds appropriate and just indicate on this form to "See Attached Page".

Page 2 of 2
## PERSON'S NAME:

### PROPOSER:

5. **PROJECT EXPERIENCE:**

<table>
<thead>
<tr>
<th>PROJECT/CONTRACT NAME/LOCATION</th>
<th>TYPE OF MOVED</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;on-call&quot; basis; small move, local move; long distance move, etc.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROJECT DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Describe Move; Setting(type of move, urban, occupied, higher education, required, etc.);</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PERSON'S ROLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Manager/Lead Move Supervisor</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>$ AMOUNT OF Move Moving Contract Amount</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>START AND COMPLETION DATES (MM/YY - MM/YY)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>CONTACT/TEL.#</th>
</tr>
</thead>
<tbody>
<tr>
<td>Note: If hired direct, please give Owner info. here otherwise list GC info.</td>
</tr>
</tbody>
</table>

**NOTE:** Be sure that the Contact Person and Telephone # are accurate as the University will be contacting them for a reference

***NOTE:** A minimum of 3 projects are to be provided.
ON-CALL MOVING CONTRACT
RFP BC-20899-K
STAFFING PLAN FORM

PROPOSING FIRM

ANSWER THE FOLLOWING QUESTIONS WITH REGARD TO STAFFING OF THE ON-CALL MOVING CONTRACT FOR THE UMBC.

1. Describe how your firm hires its labor staff (i.e. direct employees, temporary labor pools, subcontractors, etc.) What type of training is done with the employees?

2. Describe how this move contract will be staffed by your firm. Include a) the number of supervisors and "teams of movers" to be assigned; b) the staffing at the "send" and the "receive" sides; c) the number of workers and how they will be organized; and d) the number of trucks and drivers to be utilized.

3. Describe how communication will occur between and amongst the moving teams. As well, describe how the Lead Move Supervisor will communicate and coordinate with the University's department coordinators.
4. Describe how communications and coordination will be handled with 1) any subcontractors you may have and 2) the University’s project management team.

5. Complete for the Account Manager and Lead Move Supervisor/Foreman, as well as for the area/teams who will be assigned to the University for the "On-Call" Moving Contract:

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>DUTIES FOR MOVE</th>
<th># OF YEARS MOVING EXPERIENCE</th>
<th># OF YEARS WITH PROPOSING FIRM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Manager</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead Move Supervisor</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
FIRM EXPERIENCE FORM

PROPOSER'S NAME: ____________________________

CUSTOMER'S NAME: ____________________________  MOVE LOCATION: ____________________________

CUSTOMER'S ADDRESS: ____________________________  CUSTOMER'S TELEPHONE NUMBER: ________________

__________________________________________  ACCOUNT MANAGER: ____________________________

TYPE OF CUSTOMER: (Check all that apply)

- _____ Academic  - _____ Laboratory  - _____ Office  - _____ Occupied Setting  - _____ Residential
- _____ Small Move  - _____ Local Move  - _____ Long Distance Move  - _____ Storage
- _____ Other: __________________________________________  Did you subcontract any work?  _____Yes  _____No

CONTRACT DOLLAR SIZE**: __________  # OF YEARS SERVING THIS CLIENT: ______
(must be $30,000 or more)

CONTRACT TERM *: FROM: __________  ANY DELAY ON PROJECT:  _____Yes  _____No

TO: __________  Explain: __________________________________________
(*Must be completed in last 5 years)

Hours move was performed: ____________________________

NAME OF PROPOSING FIRM'S LEAD MOVE SUPERVISOR WHO SERVICED THIS CUSTOMER: ____________________________

SERVICES PROVIDED: (CHECK ALL THAT APPLY)

- _____ Planned the Move  - _____ Developed Contingency Plans  - _____ Developed Schedule  - _____ Modular Furniture
- _____ Packing and Unpacking  - _____ Crating  - _____ "On-Call" Services  - _____ Disassembled & Re-assembled Furniture:
- _____ Other: __________________________________________
PROVIDE A BRIEF, BUT DETAILED, DESCRIPTION OF CONTRACT SCOPE:

__________________________________________

__________________________________________

__________________________________________

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SIMILARITIES OF YOUR CONTRACT SCOPE TO REQUIREMENTS FOR THIS "ON-CALL" MOVING CONTRACT AT UMBC:

__________________________________________

__________________________________________

__________________________________________

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__________________________________________

Page 2 of 2
COMPANY PROFILE - ON-CALL MOVING CONTRACT

RFP BC-20899-K

COMPANY NAME: ________________________________________________

ADDRESS OF COMPANY: __________________________________________

DATE OF INCORPORATION: _____ STATE OF INCORPORATION:____________

NUMBER OF GEOGRAPHIC LOCATIONS:_________________________________

SBR CERTIFICATION #:___________________ TAX ID #:__________________

LOCATION OF ALL GEOGRAPHIC OFFICES WHICH WILL SERVICE UMB AND THEIR FUNCTION

LOCATION: FUNCTION:

_________________________ ________________________________

_________________________ ________________________________

# OF YEARS PROVIDING MOVING SERVICES:____________________________

# OF YEARS IN BUSINESS UNDER PRESENT NAME:_______________________

OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:

____________________________________________________________________

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

____________________________________________________________________

TYPE OF SERVICES SUPPLIED: (CHECK ALL THAT ARE APPLICABLE)

_____ "ON-CALL" MOVES _____ OFFICE MOVES _____ SMALL MOVES

_____ STORAGE _____ LOCAL MOVES _____ LABORATORY MOVES

_____ OTHER ___________________________________ _____ RESIDENTIAL

DOES YOUR FIRM PROVIDE SERVICES FOR LONG DISTANCE MOVES?

_____ YES _____ NO

Page 1 of 4

RFP # BC-20899-K
IF YOUR FIRM IS AFFILIATED WITH A LONG DISTANCE MOVER, PLEASE PROVIDE NAME AND ADDRESS BELOW:

NAME: ____________________________________________________________

ADDRESS: __________________________________________________________


PHONE NUMBER: ______________________

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


BRIEF HISTORY OF COMPANY, I.E. PROVIDE INFORMATION AS TO THE GROWTH OF THE COMPANY SINCE ITS FOUNDING, TARGET CLIENTS, TYPE OF WORK TARGETED; ETC.:


<table>
<thead>
<tr>
<th></th>
<th>ENTIRE CO.</th>
<th>LOCAL OFFICE</th>
<th>COMMERCIAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL NUMBER OF EMPLOYEES:</td>
<td>___</td>
<td>___</td>
<td>___</td>
</tr>
<tr>
<td>NUMBER OF ACCOUNT MANAGERS:</td>
<td>___</td>
<td>___</td>
<td>___</td>
</tr>
<tr>
<td>NUMBER OF LEAD MOVE SUPERVISORS:</td>
<td>___</td>
<td>___</td>
<td>___</td>
</tr>
<tr>
<td>NUMBER OF OFFICE STAFF:</td>
<td>___</td>
<td>___</td>
<td>___</td>
</tr>
<tr>
<td>NUMBER OF PACKERS:</td>
<td>___</td>
<td>___</td>
<td>___</td>
</tr>
<tr>
<td>NUMBER OF LABORERS:</td>
<td>___</td>
<td>___</td>
<td>___</td>
</tr>
<tr>
<td>NUMBER OF DRIVERS:</td>
<td>___</td>
<td>___</td>
<td>___</td>
</tr>
</tbody>
</table>

PAGE 2 OF 4
HAS YOUR FIRM, IN THE LAST FIVE YEARS EVER HAD A CONTRACT TERMINATED FOR ANY REASON?  ______ YES  ______ NO  IF YES, EXPLAIN: ________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

WHAT IS YOUR FIRM’S BONDING CAPACITY?  $______________________________
**SALES VOLUME FORM**

NOTE: If proposing firm is part of a large parent organization, items 1 through 4 are to be completed; otherwise, only item 3 and 4 are to be completed along with the remaining numbers. Information is to be provided on the last three (3) accounting years of the proposing firm.

1. **TOTAL COMPANY ANNUAL SALES VOLUME FOR ALL SERVICES PROVIDED.**
   
<table>
<thead>
<tr>
<th>Year</th>
<th>2012</th>
<th>2011</th>
<th>2010</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. **TOTAL COMPANY ANNUAL SALES VOLUME FOR "ON-CALL" MOVING SERVICES:**
   
<table>
<thead>
<tr>
<th>Year</th>
<th>2012</th>
<th>2011</th>
<th>2010</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

3. **LARGEST "ON-CALL" MOVING CONTRACT (BY DOLLAR VOLUME), FOR THE COMPANY:**
   
<table>
<thead>
<tr>
<th>Year</th>
<th>2012 Dollars</th>
<th>2011 Dollars</th>
<th>2010 Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. **TOTAL ANNUAL SALES FOR LOCAL OFFICE ONLY, SERVING THE UNIVERSITY FOR ALL SERVICES PROVIDED:**
   
<table>
<thead>
<tr>
<th>Year</th>
<th>2012</th>
<th>2011</th>
<th>2010</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. **TOTAL ANNUAL SALES FOR "ON-CALL' MOVING CONTRACTS FOR THE LOCAL OFFICE ONLY, SERVICING THE UNIVERSITY.**
   
<table>
<thead>
<tr>
<th>Year</th>
<th>2012</th>
<th>2011</th>
<th>2010</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. **LARGEST "ON-CALL" MOVING CONTRACT (BY DOLLAR VOLUME) FOR THE LOCAL OFFICE WHICH WILL SERVE THE UNIVERSITY:**
   
<table>
<thead>
<tr>
<th>Year</th>
<th>2012 Volumes</th>
<th>2011 Volumes</th>
<th>2010 Volumes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7. **WHAT PERCENTAGE OF YOUR BUSINESS IS RESIDENTIAL MOVES FOR THE LOCAL OFFICE WHICH WILL SERVE THE UNIVERSITY:**
   
<table>
<thead>
<tr>
<th>Year</th>
<th>2012</th>
<th>2011</th>
<th>2010</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

8. **WHAT PERCENTAGE OF YOUR BUSINESS IS COMMERCIAL/OFFICE MOVES FOR THE LOCAL OFFICE WHICH WILL SERVE THE UNIVERSITY:**
   
<table>
<thead>
<tr>
<th>Year</th>
<th>2012</th>
<th>2011</th>
<th>2010</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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. NOT USED

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES (applicable if an MBE goal is set)

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

1. Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
2. Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
3. Fail to use the certified minority business enterprise in the performance of the contract; or
4. Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES (if applicable to the solicitation)

The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

1. Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
2. Knowingly and with intent to defraud, fraudulently represent participation of a veteran–owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
3. Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
4. Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
5. Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
6. Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)—(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) 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):

________________________________________________________________________________________________________
_________________________________________________________________________________

RFP # BC-20899-K
D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

1. Been convicted under state or federal statute of a criminal offense incident to obtaining or attempting to obtain, or performing a public or private contract, 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;


4. Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

5. Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

6. Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), (4) or (5), above;

7. Been found civilly liable under a state or federal antitrust statutes for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

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 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):

________________________________________________________________________________________________________

E. AFFIRMATION REGARDING DEBARMED

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, or any of its employees directly involved in 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):

________________________________________________________________________________________________________

F. AFFIRMATION REGARDING DEBARMED OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

________________________________________________________________________________________________________

G. 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, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION
I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, has:

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

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

I. 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 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.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT: I am aware of and that the above business will comply with the provisions of Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which require 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 under which the person receives in the aggregate $10,000 or more shall, on or before February 1, of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contribution in excess of $100 to a candidate in any primary or general election.

K. 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 and alcohol;

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

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

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

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

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

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

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

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

(h) Notify its employees in the statement required by §K(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) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
   (i) Take appropriate personnel action against an employee, up to and including termination, or
   (ii) Require an employee to satisfactorily participate in a *bona fide* drug or alcohol abuse assistance or rehabilitation program; and,

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

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

(4) I acknowledge and agree that:
   (a) The award of contract is conditional upon compliance with COMAR 21.11.08 and this certification;
   (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
   (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: ______________________________________________________

Address: ______________________________________________________________________

(If not applicable, so state.)

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

M. 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 or agent 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 or agent, any fee or any other consideration contingent on the making of the Contract.

N. CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of interest” means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain detail—attach additional sheets if necessary):

________________________________________

________________________________________
E. The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

O. 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 submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any right or remedy conferred by the Constitution and the laws of Maryland in respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business in respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: ____________  By: __________________________________________________________

(Signature of Authorized Representative and Affiant)

Company Name: ______________________________________________________________

FEIN No: _________________________________________________________________
RFP FOR: ON-CALL MOVING SERVICES CONTRACT

RFP NO.: BC-20899-K

TECHNICAL PROPOSAL
DUE DATE: THURSDAY, DECEMBER 12, 2013, at 02:00 P.M.

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 bid documents, this form is included in our Technical Proposal.

__________________________________________
Signature

__________________________________________
Printed Name

__________________________________________
Title

__________________________________________
Date
University of Maryland Baltimore County
Notice to Bidders/Proposers

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

Bid/Proposal Number:_________________________ Title:________________________________________________________

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

( ) Other commitments preclude our participation at this time.

( ) The subject of the contract is not something we normally provide.

( ) We are inexperienced in the work/commodities required.

( ) The specifications are either unclear, or too restrictive. Please explain in “Remarks” section below.

( ) The scope of work is beyond our current capacity.

( ) Doing business with Government is simply too complicated.

( ) We cannot be competitive. Please explain in “Remarks” section below.

( ) Time for completion is insufficient.

( ) Bonding/Insurance requirements are prohibitive. Please explain in “Remarks” section below.

( ) Bid/Proposal requirements, other than specifications are unreasonable or too risky. Please explain in “Remarks” section below.

( ) Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory. Please explain in “Remarks” section below.

( ) Other:____________________________________________________________________________________

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

Remarks:__________________________________________________________________________________

Company Name:_____________________________ Contact Person:______________________________

Address:________________________________________ Signature:_______________________________

City/State/Zip:____________________________________ Telephone:______________________________

THANK YOU!
APPENDIX B

PRICE PROPOSAL FORM
NAME OF PROPOSER: ____________________________________________

FID #: _______________________________________________________

PRICE PROPOSAL FORM

Ms. John Kenny
Procurement Services
University of Maryland, Baltimore County (UMBC)
1000 Hilltop Circle
Administration Building, Room 301
Baltimore, MD 21250

Dear Mr. Kenny:

The undersigned, hereby submits a Price Proposal to provide all labor, material, equipment, and supervision for the "On-call" Moving Service Contract as set forth in RFP BC-20899-K dated 11/14/13 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 complete the work for the "On-Call" Moving Services Contract using the following unit prices. If you have items not listed you would like to price, please use the "Other Items" spaces provided (i.e. different size boxes, etc.)

If you need additional space, please attach a separate sheet of paper to your price proposal Form and note on this document that there is an attachment.

Please complete the pricing form on the following page.
RFP BC-20899-K

**PRICE PROPOSAL DUE:** THURSDAY, JANUARY 9, 2014 ON OR BEFORE 02:00 PM

**RFP FOR:** ON-CALL MOVING SERVICE CONTRACT

NAME OF PROPOSER: ___________________________________________

1. **UNIT PRICES:** The following unit prices are to be provided:

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Rate</th>
<th>Premium Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Straight Van (20-28')</td>
<td>_____/hr</td>
<td>_____/hr</td>
</tr>
<tr>
<td>Furniture van/trailer</td>
<td>_____/hr</td>
<td>_____/hr</td>
</tr>
<tr>
<td>Electronic truck</td>
<td>_____/hr</td>
<td>_____/hr</td>
</tr>
<tr>
<td>Account Manager</td>
<td>_____/hr</td>
<td>_____/hr</td>
</tr>
<tr>
<td><strong>(Unit Prices continued)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead Move Supervisor</td>
<td>_____/hr</td>
<td>_____/hr</td>
</tr>
<tr>
<td>&quot;Send&quot; and &quot;Receive&quot; Supervisor /hr</td>
<td>_____/hr</td>
<td>_____/hr</td>
</tr>
<tr>
<td>Packing Supervisor</td>
<td>_____/hr</td>
<td>_____/hr</td>
</tr>
<tr>
<td>Packer</td>
<td>_____/hr</td>
<td>_____/hr</td>
</tr>
<tr>
<td>Driver</td>
<td>_____/hr</td>
<td>_____/hr</td>
</tr>
<tr>
<td>Helper for Driver</td>
<td>_____/hr</td>
<td>_____/hr</td>
</tr>
<tr>
<td>Laborer</td>
<td>_____/hr</td>
<td>_____/hr</td>
</tr>
<tr>
<td>Boxes/Cartoons (Size: ______)</td>
<td>_____/box</td>
<td>_____/box</td>
</tr>
<tr>
<td>Record Retention Box (15x12x12)</td>
<td>_____/ctn</td>
<td>_____/ctn</td>
</tr>
<tr>
<td>Office Tote/Legal Box (23x15x13)</td>
<td>_____/ctn</td>
<td>_____/ctn</td>
</tr>
<tr>
<td>China Barrel (24x24x30)</td>
<td>_____/brl</td>
<td>_____/brl</td>
</tr>
<tr>
<td>Tape</td>
<td>_____/roll</td>
<td>_____/roll</td>
</tr>
<tr>
<td>24&quot; bubble wrap (Static)</td>
<td>_____/lf</td>
<td>_____/lf</td>
</tr>
<tr>
<td>24&quot; bubble wrap (Non-static)</td>
<td>_____/lf</td>
<td>_____/lf</td>
</tr>
<tr>
<td>Electronic Equipment Storage</td>
<td>_____/sq.ft./mo.</td>
<td>_____/sq.ft./mo.</td>
</tr>
<tr>
<td>File Box Storage</td>
<td>_____/box/mo.</td>
<td>_____/box/mo.</td>
</tr>
<tr>
<td>Furniture/Equipment Storage</td>
<td>_____/cwt./mo.</td>
<td>_____/cwt./mo.</td>
</tr>
</tbody>
</table>

List additional charges not covered above:

(Parking & Metering, etc.)

Subcontractors (% mark up over cost):

<p>| | |</p>
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<tbody>
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</tbody>
</table>

RFP # BC-20899-K
PRICE PROPOSAL DUE: THURSDAY, JANUARY 9, 2014, ONOR BEFORE 02:00 PM

RFP FOR: ON-CALL MOVING SERVICE CONTRACT

NAME OF PROPOSER: ________________________________

<table>
<thead>
<tr>
<th></th>
<th>RATE</th>
<th>PREMIUM RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Equipment Rental (% mark up over cost):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>____________</td>
<td>__________</td>
<td>__________</td>
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<td>____________________</td>
<td>__________</td>
<td>__________</td>
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<tr>
<td>Other Items:</td>
<td></td>
<td></td>
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<tr>
<td>____________</td>
<td>__________</td>
<td>__________</td>
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<tr>
<td>____________________</td>
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</tr>
</tbody>
</table>

We understand that the Bid/Proposal Affidavit and proof of the Proposer's Contractor's license under Article 56, Section 180, Annotated Code of Maryland provided under the Technical Proposal phase remain in full effect.

We also affirm that the Account Manager and Lead Move Supervisor/Foremen named within our Technical Proposal will be assigned to the University of Maryland, Baltimore for the "On-Call" Moving Contract if we are the successful bidder. No changes to personnel will be made without written authorization from the University via a contract amendment.

We understand that the University reserves the right to award a contract (or contracts) for all items, or any parts thereof, as set forth in detail under the information furnished in the bid document.

(Signatures should be placed on following signature page.)
The offeror represents, and it is a condition precedent to acceptance of this proposal, that the offeror has not been a party to any agreement to submit a fixed or uniform price. Sign where applicable below.

A. INDIVIDUAL PRINCIPAL

In Presence of Witness: ____________________________ FIRM NAME __________________________

ADDRESS __________________________

____________________________________

TELEPHONE NO __________________________

SIGNED __________________________

Printed Name: __________________________

By: __________________________

Title: __________________________

B. CO-PARTNERSHIP PRINCIPAL

(Name of Co-Partnership)

ADDRESS __________________________

____________________________________

TELEPHONE NO __________________________

In Presence of Witness: ____________________________

as to BY __________________________

as to BY __________________________

(Partner)

Printed Name: __________________________

Printed Name: __________________________

(Partner)

Printed Name: __________________________

(Partner)

Printed Name: __________________________

By: __________________________

C. CORPORATE PRINCIPAL

(Name of Corporation)

ADDRESS __________________________

____________________________________

TELEPHONE NO __________________________

Attest: __________________________

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

____________________________________

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

BY: __________________________

Signature of Officer and Title

____________________________

Printed Name

____________________________

Title
APPENDIX C

CONTRACT FORMS

(These are provided for information only. Only the successful vendor will be required to complete these forms.)

1. Service Contract

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

By this Contract, made as of the day of , 2013, 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 begin on _________ and terminate on ________.

2. **SCOPE OF CONTRACT**: The Contractor's obligations and duties under this Contract shall include, but are not limited to, the terms, conditions and specifications contained in RFP No. and any amendments or changes thereto as well as the Contractor's proposal submitted in response to the aforementioned RFP (collectively referred to hereinafter as the “Contract Documents”). These obligations and duties are subject to the unilateral right of the University to order, in writing, changes in the work within the scope of the Contract.

3. **COMPENSATION AND METHOD OF PAYMENT**:  
   A. As compensation for satisfactory performance of the work described in Paragraph 2, above, the University will pay the Contractor $__________________.
   B. The Contractor's Federal Tax Identification Number or, where applicable, Social Security Number is ____________________.
   C. The Contractor shall be paid only for items or services that are specifically named in this Contract. No additional costs for items or services will be paid by the University without its prior express written consent.

4. **DELIVERY**: Delivery shall be made in accordance with bid/RFP specifications. The University reserves the right to test any materials, equipment, supplies or services delivered to determine if the specifications have been met. The materials listed in the specifications shall be delivered FOB the point or points specified prior to or on the date specified in the solicitation. Any material that is defective or fails to meet the terms of the specifications shall be rejected. Rejected materials shall be promptly replaced. The University reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejects shall be liable for any excess price paid for the replacement plus applicable expenses, if any.

5. **NON-HIRING OF EMPLOYEES**: No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.

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 anytime during the performance of the services be made available to the University upon request by the University and shall become and remain the exclusive property of the University upon termination or completion of the services. The University shall have the right to use same without restriction or limitation and without compensation to the Contractor other than that provided by this Contract. The University shall be the owner for purposes of copyright, patent or trademark registration.

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 16 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. **NON-DISCRIMINATION IN EMPLOYMENT**: During the performance of this contract, the Contractor agrees as follows: (a) The Contractor will not discriminate against any employee, applicant for employment, or individual because of race, color, religion, creed, age, sex, sexual orientation, gender identity or expression, marital status, national origin, veteran’s status, genetic information, and/or physical or mental handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, age, sex, sexual orientation, gender identity or expression, marital status, national origin, veteran’s status, genetic information, and/or physical or mental handicap; (b) The Contractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must, at minimum, contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined; (c) The Contractor will post in conspicuous places, available to employees, applicants for employment, and representatives of each labor union with which the covered Contractor has a collective bargaining agreement, notices setting forth the provisions of the nondiscrimination clause in subsection (a); (d) In the event of the Contractor's noncompliance with the nondiscrimination clause, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the University of Maryland Baltimore County (UMBC); and (e) The Contractor will include the provisions of paragraphs (a) through (d) in every subcontract so that such provisions will be binding upon each subcontractor or vendor.

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**: N/A (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. **TERMINATION OF MULTI-YEAR CONTRACTS DUE TO LACK OF 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. **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.

23. **VARIATIONS IN ESTIMATED QUANTITIES**: N/A (INTENTIONALLY OMITTED)

24. **LIQUIDATED DAMAGES**: Time is an essential element of the Contract and it is important that the work be vigorously prosecuted until completion. For each day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the contract, the Contractor shall be liable for liquidated damages in the amount(s) provided for in the solicitation, provided, however, that the due account shall be taken of any adjustment of the specified completion time(s) for completion of work as granted by approved change orders.

25. **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.

26. **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.

27. **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.

28. **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.
29. **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.

30. **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.

31. **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.

32. **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.

33. **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.
34. **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.

35. **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.

36. **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.

37. **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.

38. **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.

39. **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.
40. **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.

41. **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.

42. **FORCE MAJEURE:** If either party’s performance(s) hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to sickness, inability to perform, accident, interruption or failure of means of transportation, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond that party’s control, then each party’s obligations with respect to the affected performance(s) shall be excused and neither party will have any liability in connection therewith.

43. **SUCCESSORS AND ASSIGNS.** This Agreement will bind upon and inure to the benefit of the parties hereto and their respective personal representatives/successors and assigns. Successors and assigns shall agree to assume in writing the obligations under this Contract.

44. **COMPLIANCE WITH FERPA:** The University agrees that, for purposes of the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) as amended (“FERPA”), the Contractor will be considered a contractor to whom functions and services have been outsourced by the University. As a result of these function and services, the Contractor might have access to educational records, as defined by FERPA. Contractor agrees that it shall not re-disclose personally identifiable educational records that it receives from the University pursuant to this Agreement, unless such disclosure is authorized to perform the functions and services provided through this agreement or is authorized under FERPA. Contractor expressly warrants and represents that it shall not use the student information or educational records provided by the University for any purpose other than to comply with the terms of this Agreement with the University. Contractor shall indemnify and hold harmless the University from and against any and all claims, suits, proceedings, costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs, attorney's fees, and other reasonable expenses of litigation, which may arise out of, relate to, or be a consequence of, an unauthorized disclosure of educational records. Contractor will, upon discovery, or receipt of notice, of a potential, or actual, material unauthorized disclosure of educational records, immediately report said occurrence to the University. Contractor will work with the University to remediate the unauthorized disclosure (or anticipated unauthorized disclosure) at the expense of Contractor. The terms of the remediation are the sole and exclusive determination of the University.
45. **SMOKE-FREE CAMPUS:** In an effort to provide a healthy, smoke-free environment for everyone on campus, and in accordance with USM policy, effective, July 1, 2013, UMBC has become smoke-free campus. The campus has provided two designated areas removed from major pedestrian traffic. All existing smoking urns have been removed, and new urns have been placed at each designated smoking area. Permanent smoking shelters will be installed during the fall semester. The two locations will be the Park Road Smoking Area, adjacent to Lots 1 and 3; and the Fine Arts Service Smoking Area, near the Fine Arts Building service area. To ensure that this policy is adhered to, individuals found in violation will be directed to review the smoking policy online at smokefree.umbc.edu. Those violating the policy after that will be subject to a fine. This new policy reflects a national movement to provide healthy, smoke-free environments on college campuses and brings UMBC in line with more than 800 colleges in the United States that are already smoke free.

46. **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.

47. **CONTRACT AFFIDAVIT:** The Contract Affidavit required by the USM Procurement Policies and Procedures, consisting of Authorized Representative statement, Certification of Corporate Registration and Tax Payment, and Certain Affirmations Valid is attached and is a part of this Contract that must be executed by an authorized representative of the Contractor.

48. **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.

   (Signatures to be placed on the following page)

(Revised 02/18/13)
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 __________, 2013, 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)

Revised January 2013
APPENDIX D

SMALL BUSINESS RESERVE PROGRAM
NOTICE TO PROPOSERS
SMALL BUSINESS RESERVE PROCUREMENT

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 the State Finance and Procurement Article, SS14-501 – 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, s small business is a for-profit business, other than a broker, that meets the following criteria:

• The business is independently owned and operated;
• The business is not a subsidiary of another business;
• The business is not dominant in its field of operation;
• The wholesale operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of $4,000,000 in its more recently completed 3 fiscal years;*
• The retail operations of the business did not employ more than 25 persons, and the gross sales of the business did not exceed an average of $3,000,000 in its most recently completed 3 fiscal years;*
• The manufacturing operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of $2,000,000 in its most recently completed 3 fiscal years;*
• The service operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of $10,000,000 in its more recently completed 3 fiscal years;* and
• The construction operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of $7,000,000 in its most recently completed 3 fiscal years.*
• The architectural and engineering operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of $4,500,000 in its most recently completed 3 fiscal years*.  

* If a business has not existed for three years, the gross sales average is computed for the period of the business's existence. For newly formed businesses the determination will be based upon employment levels and projected gross sales.

Further information on the certification process is available at: www.dgs.state.md.us and click on the Small Business Reserve hyperlink.

END OF APPENDIX D

END OF RFP DOCUMENT