



**UNIVERSITY OF MARYLAND, COLLEGE PARK
DEPARTMENT OF PROCUREMENT AND STRATEGIC SOURCING**

**REQUEST FOR PROPOSALS (RFP)
SOLICITATION NO. 119367**

Issue Date: February 7, 2022

**ON-CALL SERVICES FOR PROFESSIONAL MOVING SERVICES
AT THE UNIVERSITY OF MARYLAND COLLEGE PARK**

**University of Maryland
College Park, MD**

This is a Small Business Reserve Procurement

**Minority Business Enterprises Are Encouraged to Respond to this
Solicitation**

**UNIVERSITY OF MARYLAND, COLLEGE PARK
DEPARTMENT OF PROCUREMENT AND STRATEGIC SOURCING
RFP KEY INFORMATION SUMMARY SHEET**

Solicitation Number: 119367

RFP Issue Date: February 7, 2022

RFP Issuing Office: University of Maryland College Park
Construction & Facilities Procurement
2113-R, Chesapeake Building
4300 Terrapin Trail
College Park, MD 20742-3111

Procurement Officer: Patrick Walsh
Phone: 301-405-3357
e-mail: walshpt@umd.edu

Project Management: University of Maryland College Park
Department of Facilities Management and
Residential Facilities

Proposals are to be sent to: Issuing Office

Online Proposal Webinar: February 15, 2022 at 9:00 AM ET

Meeting link:
<https://umd.webex.com/umd/j.php?MTID=md6f5f4c1f7d75a66a6d676ae3180587d>

Meeting number: 2623 359 0387

Password: dpRDzJFf358

Deadline for Questions: February 22, 2022 at 3:00 PM ET

Proposal Due Date and Time: March 1, 2022 at 3:00 PM ET

Link to Submit Proposal: <https://umd.app.box.com/f/30a3ec3b99a54c049f3a370417d0869e>

MBE Subcontracting Goal: N/A

Contract Type: Firm fixed price

Contract Duration: Two (2) Years w/3 option renewals

SBR Designation: Yes

Federal Funding: No



University of Maryland College Park
Office of Business Diversity
Phone: (301) 405-5813

MARYLAND SMALL BUSINESS RESERVE PROGRAM

The State of Maryland's Small Business Reserve Program requires Maryland State Agencies, including the University of Maryland, to reserve at least 15 percent of their total procurements each year for competition exclusively among Maryland-certified Small Business Enterprises. The overall goal is to increase economic opportunities for small businesses.

Beginning October 1, 2012 many business which previously did not pre-qualify for the Maryland Small Business Reserve certification may now be eligible. A Small Business is a new defined as a business, other than a broker, that meets the following criteria:

- Is independently owned and operated; the business is not a subsidiary of another business; and the business is not dominant in its field of operation;

AND

The **wholesale** operations of the business did not employ more than **50 persons**, or the gross sale of the business did not exceed an average of **\$4,000,000** in its most recently completed three (3) fiscal years*;

- The **retail** operations of the business did not employ more than **25 persons**, or the gross sale of the business did not exceed an average of **\$3,000,000** in its most recently completed three (3) fiscal years*;
- The **manufacturing** operations of the business did not employ no more than **100 persons**, or the gross sale of the business did not exceed an average of **\$2,000,000** in its most recently completed three (3) fiscal years*;
- The **service** operations of the business did not employ no more than **100 persons**, or the gross sale of the business did not exceed an average of **\$10,000,000** in its most recently completed three (3) fiscal years*;
- The **construction** operations of the business did not employ more than **50 persons**, or 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 services** of the business did not employ more than **100 persons**, or 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.

- Register on eMaryland Marketplace: <https://procurement.maryland.gov>
- For Vendor Instruction, Quick Reference Guides and FAQs: scroll down and click on "New eMaryland Marketplace Instructions"
- Then complete the optional SBR Screen

For website technical support, call Maryland Department of General Services at 410-767-1492, 410-767-4600or sbadminn@dgs.state.md.us.



UNIVERSITY OF MARYLAND

**ATTENTION ALL
CONTRACTORS/SUBCONTRACTORS**

**HELP PREVENT FRAUD AND
ABUSE IN THE MINORITY
BUSINESS ENTERPRISE PROGRAM**

REPORT KNOWN OR SUSPECTED VIOLATIONS TO:

**UNIVERSITY OF MARYLAND AT COLLEGE PARK
DEPARTMENT OF PROCUREMENT & STRATEGIC SOURCING
COLLEGE PARK, MARYLAND**

**MBE HOTLINE
301-405-6055**

Examples of MBE Fraud Include:

- ! MBE's Acting As "Fronts" For! MBE's Re-Contracting To
Prime Contractors Non-MBE Firms
- ! Prime Contractors ! Falsifying Documents
Managing MBE's
- Workforces ! Bribery
- ! Prime Contractors Naming MBE's without permission or not using MBE's
named in their Participation Plan without prior Procurement Office
authorization.

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SECTION 00100

INSTRUCTIONS TO PROPOSERS

SECTION 00100

INSTRUCTIONS TO PROPOSERS

A. OBJECTIVE

1. The objective of this Request for Proposal (RFP) is for the University of Maryland, College Park (herein referred to as the University or UMCP) to select one or more on-call qualified Contractors to perform Professional Moving Services at the University on an as needed basis for the University of Maryland College Park and its Service Center locations to include but not limited to Bowie State University, Salisbury University, University of Maryland Eastern Shore (UMES), Frostburg State University, Center for Environmental Sciences (CES) and Maryland Experiment Stations. For purposes of this procurement and the resulting contracts, the meaning of “on-call” is as follows: The Contractor (s) are to be available (on call) as projects arise to provide construction services for UMCP; the University cannot, however, forecast what the frequency of use will be.

2. The successful contractor(s) will furnish all labor, materials, equipment, supplies, supervision and other resources as required for moves that include, but are not limited to:
 - Very heavy, very sensitive Laboratory equipment
 - Specialized/oversized equipment requiring rigging
 - Athletic equipment including weight room equipment
 - Residential furniture, including bedroom and living room furniture, disassembly and re- assembly
 - Systems furniture, disassembly and re-assembly

The University may require the contractor to move systems furniture under this contract. Dependent upon individual move requirements, the systems furniture may be either assembled or dismantled. These items shall be moved with the same care used for other furnishings. The larger components (i.e., panels, countertops, storage units, etc.) shall not be packed in boxes, but handled in such a way so as to prevent damaging, staining, etc. Small components may need to be moved in boxes based on the recommendation of the Move Coordinator.

Moving jobs for the University range from relocating office furnishings from one individual’s office to another to jobs that require the complete moving of a department from one building to another building.

Some moves shall require short and long-term storage of items.

This RFP has been designated as a Small Business Reserve Solicitation. Contractor(s) must be registered in the Program in order to be awarded on this RFP. (<https://procurement.maryland.gov>)

3. All work performed under this contract shall be in accordance with the University of Maryland, College Park General Terms and Conditions of the Contract (PUR-050, 10/14, Rev.) as supplemented by the contract drawings, technical specifications, any amendments, supplementary conditions and, other components/sections of the contract documents as listed herein.
4. The initial contract is to be for a period of two (2) years from date of award. The University retains, at its sole discretion, the right to renew any resulting contract(s) for three (3) additional one-year periods, under the same terms and conditions of the original contract except as follows:
 - a. Labor rate increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew will be given approximately ninety (90) days prior to the expiration date of each contract period.
 - b. If the University elects to exercise the option to renew the contract for any additional successive one-year period, any requests for adjustments to contract price(s) for the additional one year shall not exceed the current contract increased/decreased by no more than the percentage increase/decrease of the "All Urban Consumers (Current Series)" for Washington All Items (DC-VA-MD-WV) of the CPI-U Section of the Consumer Price Index (Series ID:CUURS35ASA0) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. Increase shall not exceed 5% for any annual increase.

B. INSTRUCTIONS FOR SUBMITTAL OF PROPOSALS

For detailed information on preparation and submittal of Proposals see Section 00300.

C. ISSUING OFFICE

1. The Issuing Office is:
University of Maryland College Park
Department of Procurement and Strategic Sourcing
Construction & Facilities Procurement

4300 TerrapinTrail
2100 Chesapeake Building
College Park, Maryland 20742-6050
Attn: Patrick Walsh, Procurement Officer

2. Telephone numbers for the Issuing Office are:

Office: (301) 405-3357
Email: walshpt@umd.edu

3. The Issuing Office shall be the sole point of contact with the University for questions and inquiries regarding the preparation and submittal of this proposal.

D. PRE-PROPOSAL CONFERENCE & SITE VISIT:

1. A Pre-proposal conference will be held at the date, time and location specified in the RFP Key Information Summary Sheet.
2. Attendance is strongly recommended.

E. TERMINOLOGY

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

F. QUESTIONS AND INQUIRIES

1. Questions and inquiries shall be directed to the individual referenced in "C" (Issuing Office) above via walshpt@umd.edu. The Issuing Office is open from 8:00 a.m. to 5:00 p.m. weekdays.
2. The sole point of contact between Contractors and the University will be formally made at scheduled meetings or in writing through the Issuing Office. Requests for clarification or additional information must be made in writing to the Procurement Officer and received at the Issuing Office no later than February 22, 2022. Such requests should contain the following: **Questions: RFP #119367On-Call Professional Moving Services.** Only written

communications relative to the procurement shall be considered. Hard copy, facsimile and electronic mail are acceptable methods for submission of questions. It is incumbent upon the Contractor to verify University receipt of their questions.

3. All questions will be answered in writing. Both questions and answers will be posted, without identification of the inquirer(s), on eMMA. No oral communications can be relied upon for proposal purposes.

G. TECHNICAL AND PRICE PROPOSAL DUE DATE AND TIME

1. The Technical and Price Proposals shall be prepared and submitted as specified in Section 00300 of this RFP. Technical and Price Proposals must arrive at the Issuing Office, via the provided Box link, by the date and time specified in the Key Information Summary Sheet in order to be considered. Proposers shall clearly mark both original copies as such.
2. Proposals or unsolicited amendments arriving after the due date and time will not be considered.
3. **LATE PROPOSALS:** Any proposal, request for withdrawal, or modification of a proposal that is not received at the designated location, time and date set forth herein will be deemed late and therefore not be considered. Delivery of the proposal to the specified location by the prescribed time and date is the sole responsibility of the Contractor. Exceptions may be authorized, at the sole discretion of the Procurement Officer, when the reason for the late proposal, late request for withdrawal or late modification of a proposal is due to the action or inaction of the University. A record of the late proposal, request for withdrawal, or modification of a proposal, shall be made in the appropriate procurement file.

H. SITE INVESTIGATION

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

I. PROPOSAL SECURITY

1. Due to the “On-call” nature of this procurement, a five percent (5%) proposal bond is not required.
2. Evaluation of a proposal takes a considerable length of time. Maryland law does not permit any information regarding the evaluation to be released prior to the award.

J. RIGHT TO REJECT PROPOSALS AND WAIVE INFORMALITIES

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

K. DURATION OF PROPOSAL OFFER

Proposals shall be valid for a minimum of one hundred twenty (120) days following the closing date of this RFP. If an award is not made during that period, the proposal shall automatically extend for another one hundred twenty (120) days, unless the Contractor gives specific written notice to the Procurement Officer at least fifteen (15) days before the expiration of the then current one hundred twenty (120) day period. Proposals shall automatically renew for an additional one hundred twenty (120) days until such time as an award is made or proper written notice is given to the University of Contractor's intent to withdraw its proposal. By submission of a proposal, the Contractor guarantees that its offer shall be firm for the period specified above.

L. LICENSES AND QUALIFICATIONS

1. Proposers must be licensed as required by the Business Regulation Article of the Maryland Annotated Code, (Sections 17-301 through 17-308) and shall submit proof of current licensing with their technical offers.
2. The University reserves the right to require a proposer to demonstrate that he has the skills, equipment and other resources to satisfactorily perform work of the nature and magnitude necessary to complete the project within the proposed contract schedule.

M. CLARIFICATIONS AND AMENDMENT

1. Should a proposer find discrepancies in the proposal documents, or be in doubt as to the meaning or intent of any part thereof, he must, no later than seven (7)

calendar days prior to the technical or price proposal due date, request clarification in writing from the Issuing Office. Failure to request such clarification is a waiver of any claim by the proposer for expense made necessary by reason of later interpretation of the proposal documents by the University. Requests shall include the proposal number and title.

2. Oral explanations or instructions will not be binding; only written Amendments will be binding. Amendments will be posted to eMMA. Proposers shall acknowledge receipt of all amendments in the space provided on the price proposal form.

N. CANCELLATION OF PROPOSALS

The University may cancel this request for proposal in whole or in part, at any time.

O. PROPOSAL ACCEPTANCE

1. The University reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this Request for Proposal; or to waive minor irregularities. Further, the University reserves the right to make a whole award, multiple awards, a partial award, or no award at all.
2. In order to be considered for an award, a bidder/proposer must be registered on eMMA. For registration, please visit their website at <https://procurement.maryland.gov>

P. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's offer to meet the requirements.

Q. MODIFICATIONS AND WITHDRAWAL OF PROPOSALS

1. Withdrawal of, or modifications to, technical or price proposals are effective only if written notice thereof is filed with the Issuing Office prior to the time such proposals are due. A notice of withdrawal or modification must be signed by an officer with authority to commit the proposer.
2. No modifications will be accepted after the time technical or price proposals are due.

R. EMAIL MODIFICATIONS

Proposers may modify their technical or price proposals by electronic communication at any time prior to the due date and time set for receipt of technical or price proposals, provided such communication is received by the University's issuing office prior to such time and, provided further, that the University is satisfied that a written confirmation of the modification, over the signature of the proposer, was mailed prior to the time and date set for receipt of technical or price proposals. The communication shall not reveal the proposal price, but provide addition(s), subtraction(s), or other modifications so that the final prices, percentages or terms will not be known to the Issuing Office until the sealed price proposal is opened. If written confirmation is not received within two (2) days after the scheduled opening, no consideration will be given to the modification communication. No telephone proposal prices, price modifications or requests for withdrawal will be accepted.

S. FINANCIAL DISCLOSURE BY PERSONS DOING BUSINESS WITH THE STATE

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

T. CONFIDENTIALITY/PROPRIETARY INFORMATION

Proposers should give specific attention to the identification of those portions of technical proposals deemed to be confidential, proprietary information or trade secrets, and provide justification of 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 of the Annotated Code of Maryland. Contractors must clearly indicate each and every section that is deemed to be confidential, proprietary, or a trade secret. It is not sufficient to preface the technical offer with a proprietary statement.

U. REGISTRATION AND TAX PAYMENT:

All proposers must execute the Certificate of Corporation Registration and Tax Payment portion of the Proposal Affidavit and submit it with their proposal. A proposer that cannot execute the Certification may not contract with the University.

V. AFFIDAVITS

1. The Proposal Affidavit enclosed with this document (Attachment A) must be executed by each responding proposers and submitted with the price proposal.
2. Conflict of Interest Information/Affidavit and Disclosure enclosed with this document (Attachment B) must be executed by each responding proposers and submitted with the price proposal.
3. Social Responsibility Affidavit enclosed with this document (Attachment D) must be executed by each responding proposers and submitted with the price proposer.
4. Certification Regarding Investment Activities in Iran enclosed with this document (Attachment E) must be executed by each responding proposers and submitted with the price proposal.

W. ARREARAGES (January 2004)

By submitting a response to this solicitation, the proposers represents 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 during the term of the contract.

The proposer is also informed that the Comptroller (per State Finance and Procurement Article § 7-222) may not, except under the conditions specified therein, issue a warrant for payment to a person if the person owes \$50 or more to the State, a unit of the State government, or any governmental entity under the control of the State. Therefore, applications for payment submitted by a contractor and approved by the University for payment may not be processed by the Comptroller for payment to the contractor if an arrearage in excess of \$50 exists.

X. MULTIPLE/ALTERNATIVE PROPOSALS

Proposer may not submit more than one (1) proposal in response to this request, nor may proposers submit alternative proposals.

Y. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Work associated with each project that will be bid separately must be completed within the time specified for each project after notice to proceed and shall be certified substantially complete as provided in the General Terms and Conditions of Contract. In the event, a project cost exceeds \$50,000 – Liquidated Damages may be established and identified on the Bid Form.

Z. INCURRED EXPENSES

The University will not be responsible for any costs incurred by any vendor/firm in the preparation and submittal of a proposal.

AA. DISCUSSIONS

This solicitation is a request for Competitive Sealed Proposals under University System of Maryland, Procurement Policies and Procedures. The University may elect to engage in discussions with one or more proposers on issues involving price or technical factors at any time prior to the selection of the prospective awardee.

BB. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

A debriefing of an unsuccessful proposer shall be conducted upon written request submitted to the Procurement Officer within ten (10) days of the date on which the proposer knew, or should have known, its proposal was unsuccessful. The debriefing shall be limited to a discussion of the proposer's unsuccessful proposal. The debriefing will be oral and shall provide information on areas in which the proposal was deemed weak or insufficient. The debriefing may NOT include discussion of a competing offeror's proposal or discussion, thoughts, notes or ranking from an individual evaluation committee member. A summarization of the procurement officer's rationale for the selection may be given.

CC. ELECTRONIC FUNDS TRANSFER (EFT) – (June (2014))

Note: This provision applies to all contracts over \$200,000 requiring approval by the Board of Public Works.

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor

Electronic Funds Registration Request Form, which may be found on the following website:

<http://compnet.comp.state.md.us/Gad/>

Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

See Payment of University Obligations clause in the University of Maryland, College Park - General Terms and Conditions for additional information.

DD. MINORITY BUSINESS ENTERPRISE (MBE) NOTICE

Minority business enterprises are encouraged to respond to this solicitation.

EE. eMARYLAND MARKETPLACE ADVANTAGE (eMMA)

All vendors interested in conducting business with the University of Maryland must register at <https://emma.maryland.gov> and registration is free. eMarylandMarketplace is the State of Maryland's Internet-based procurement system. Registered vendors can access bid solicitations and receive email notification when new solicitations are posted.

FF. COMMERCIAL NONDISCRIMINATION CLAUSE

A. "As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under State Finance and Procurement Article, Title 19, Annotated Code of Maryland. As part of this compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause

shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

- B. The Contractor shall include the provision in §A of this regulation in all subcontracts to the State contract.

- C. The following provision is mandatory for all State contracts: “As a condition of entering into this Agreement, upon the request of the Maryland Commission on Human Relations, and only after the filing of a complaint against Contractor under State Finance and Procurement Article, Title 19, Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under State Finance and Procurement Article, Title 19, Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.”

GG. RECIPROCAL PREFERENCE FOR RESIDENT RESPONDERS

As set forth in § 14-401 of the State Finance and Procurement article of the Annotated Code of Maryland, a non-resident firm submitting a proposal, in response to a solicitation, is to attach to its proposal a copy of the current statute, policy, procedure, or executive order of the resident firm's State if that State gives a preference to its residents firms. Where such a statute, policy, procedure, or executive order is in effect in the responder's resident state, the University may apply a preference identical to that applied by the respondent firm's resident state as long as application of that preference is not in conflict with a federal law or grant affecting the procurement contract.”

HH. SMOKING POLICY

Smoking is prohibited on campus.

Ref. <http://www.president.umd.edu/policies/VI-810A.html>

II. COVID GUIDELINES

COVID Guidelines for working on campus can be found at: www.purchase.umd.edu

END OF SECTION 00100

SECTION 00200

INFORMATION AVAILABLE TO PROPOSERS

SECTION 00200 - INFORMATION AVAILABLE TO PROPOSERS

A. CONTRACT DOCUMENTS

1. Contract Documents consisting of Sections 00100, 00200 and 00300, the Specifications and General Requirements (Refer to Part IV), the UMCP General Terms and Conditions of the Contract, (PUR-046, 2/14, Rev.), the contract documents (i.e., contract and bond forms, etc. found in Part V), the Loose Forms Package, and any Amendment that may be issued prior to the proposal due date, all of which describe the scope of work to be furnished, shall be furnished to all interested parties.
2. All of these materials will be included in the Contract that the University awards as a result of this Proposal, and will be among the Contract documents. The proposer, by submitting his proposal, agrees, if awarded the Contract, to be bound under the Contract to all the terms and conditions of the Contract Documents.

B. AVAILABLE RECORD DOCUMENTS

1. The University of Maryland, College Park, MD will, upon request, make accessible to proposers any available record drawings, utility plans, and other data pertinent to existing conditions to the extent that such material is available. The University, however, can offer no assurances that such drawings, property descriptions, or other data are accurate, current or complete.
2. Such documents must be used or copied, at the UMCP Facilities Management, unless permission is granted in writing from UMCP otherwise. Proposers shall assume responsibility for the cost of reproduction and for replacing any damaged or lost documents.
3. Any time, expense, and effort devoted by the proposer to research of the available record documents discussed in this Section is strictly voluntary, and no compensation or extension of the proposal due date(s) will be granted as a result of this research.

END OF SECTION 00200

SECTION 00300

PROPOSALS & EVALUATION

SECTION 00300

PROPOSAL & EVALUATION

A. TRANSMITTAL LETTER

A transmittal letter prepared on the proposer's business stationery shall accompany the technical proposal. The purpose of this letter is to transmit the technical proposal, therefore, it should be brief, but shall confirm the proposer's intent to be bound by the technical proposal, if accepted, and be signed by an individual authorized to bind the firm to all statements contained therein. **Please include the name and email of the person of whom Procurement is to contact during the evaluation process.**

B. SIGNING OF FORM

The technical and price proposals, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, shall be signed by a member or members of the partnership having authority to bind the partnership; if submitted by a corporation, shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer, there must be attached a copy of that portion of the by-laws 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.

C. PROCUREMENT METHOD / BASIS FOR AWARD

The University will follow a Competitive Sealed Proposals process. The evaluation procedure for this solicitation requires submittal of separate Technical and Price Proposals. The basis for award will be to the lowest-priced, technically acceptable proposer, following completion of the evaluation process described herein.

D. TECHNICAL PROPOSAL SUBMITTAL

1. The technical proposal should be prepared in a clear and precise manner. All appropriate points of the solicitation must be addressed. The requirements for the technical proposal are listed in this section.
2. Submit one (1) electronic copy of the technical proposal. Supplemental information may be submitted as an appendix. Technical proposals shall be organized and tabbed according to the Technical Proposal Criteria listed below. The Technical Proposal and all required forms shall be completed in ink or typed; erasures and/or alterations shall be initialed in ink by the signer.

3. The following items shall be included in the technical proposal:
 - (a) Detailed responses to the technical criteria listed in this section
 - (b) Submittal of all applicable forms provided in the attached Loose Forms Package.
 - (c) Copy of proposer's contractor license, per Section 00100 L 2.

E. TECHNICAL PROPOSAL EVALUATION

The University will establish an Evaluation Committee for the purpose of evaluating Technical Proposals submitted in response to this RFP. The Evaluation Committee, considering each proposer's response to the Technical Proposal Evaluation Factors described herein, will evaluate Technical Proposals and may recommend a short list of the best technically qualified proposers for further consideration by the Procurement Officer. Subject to review and approval by the Procurement Officer, the short-listed proposers will then be classified as technically acceptable. Each technically acceptable proposer shall be considered as equal, going into the evaluation of Price Proposals.

F. TECHNICAL PROPOSAL EVALUATION FACTORS

The following information **must** be furnished in the Technical Proposal. Omission of any of the items noted below may result in the proposal being rejected as unacceptable. Compile the technical proposal in the same order as the Technical Proposal Evaluation Factors listed below. Technical Proposal Evaluation Factors are listed below in relative order of importance.

1. Project Approach/Major Milestone Schedule

- (a) Provide a brief, overall narrative description (developed in specific response to this proposal) of the proposer's proposed approach to the development and processes for establishing an On-Call contract as outlined in this solicitation this project. This description of **how** the work will be done should include, but not be limited to the following factors: quality control, quality assurance, schedule control, and testing and inspection services, noting work to be done by the proposing firms' own forces. Provide a narrative of how to mobilize trades for on-call work.

- i. Identify project challenge(s), and proposed approach(es). Identify past projects with similar challenges and their outcome.

EVALUATION CRITERIA: *Proposers will be evaluated based on their understanding of the project scope, the general execution plan, and their presentation of the project challenge.*

2. Experience on Similar or Relevant Projects

- (a) Complete the Experience Form (Loose Forms Package; duplicate as needed) for three (3) projects similar in magnitude and scope to that described herein, which the proposer has successfully completed within the past five (5) years.
- (b) Project Type:
 - i. Only 1 of the 3 can be from the University of Maryland.
 - ii. 1 of the 3 to be a Laboratory Move, preferably in a higher education setting.
- (c) Qualifying reference projects shall reflect work completed successfully by the proposer, and each valued at a minimum of \$25,000.00

The projects submitted under the Firm Experience category are to be similar (1) size [i.e., moving services] and complexity facility type/use such as academic, scientific research, teaching facility in a higher education setting (highest consideration), urban site constraints, with emphasis on occupied setting, on call/time and material contracting method, etc. to projects to be done under this contract.

All proposers are to base their responses on their three (3) most recently completed projects that reflect the size, complexity, and on-call services required under this RFP.

- (d) As indicated on the form, provide the following information for each project:
 - 1) A concise but detailed description of the project(s) (including project type, setting, and schedule);
 - 2) Customer/Project Owner's name, address, contact name, and current telephone number (Note: All references provided will be contacted);

- 3) Proposal's project manager and/or field superintendent for the reference project;
- 4) Contract method used (IFB, RFO, Other);
- 5) The start date, the original completion date at the time of award, and the actual completion date of the project; and
- 6) The proposal price, final project cost, and percentage increase (or decrease) for the construction contract.

EVALUATION CRITERIA: *Experience that clearly demonstrates the proposer's knowledge of, and ability to, successfully perform work similar to that contemplated by these specifications. Higher consideration will be given for experience involving projects most similar to the projects proposed by this RFP, in terms of size, scope and complexity. Ability to deliver projects on time. Ability to deliver projects within the cost established at the award.*

3. References

- (a) Using the information provided by the proposer (above) for the purpose Of establishing experience, the University will contact all Customer/Project Owner references identified by the proposer. Proposers should verify the accuracy of reference contact information before submitting their proposal. The University will hold all reference data in strict confidence.
 - i. Provide contact name, address, and telephone number for each reference. Such references are to be from different projects; that is, only one reference per project is allowed. No more than one (1) reference may be from inside the University of Maryland.
- (b) The University reserves the right to check other reference sources at its sole discretion, including sources not identified by the proposer. The University may also consider the performance of the proposer on any/all projects performed for the University prior to submittal of this proposal, including ongoing/active projects, whether identified by the proposer or not.

EVALUATION CRITERIA: *Positive feedback from references identified by the proposer. Positive feedback from any other reference sources identified by the University. Satisfactory performance of work for the University on past (or active) projects).*

4. Proposer's Personnel

- (a) Key Personnel. Complete a separate Key Personnel Form (Loose Forms Package; duplicate as necessary) for **Field Superintendent**.

Field Supervisor

Person from moving contractor who will be on site 100% once project commences and will be responsible for the direct supervision of their employees, daily coordination of the work on site to maintain the schedule, on site management.

Minimum Requirements:

High school graduation or GED equivalency required. Minimum of three (3) years' experience in occupied/institutional settings, and Moving projects.

Include the following for all Key Personnel:

1. Educational background, including degrees/certifications received.
2. Work experience with the proposing firm, including duration of employment, with dates, and position(s) held;
3. Work experience with prior employers, including duration of employment, with dates, and position(s) held.

EVALUATION CRITERIA: *Responses that fully address all information detailed above.*

5. Proposer's Company Profile

- (a) Company Profile: Complete the Company Profile Form (Attachment C). Include a brief, but informative, history of the firm inclusive of the year in which your firm commenced providing Moving Services and your firm's background and/or ability to provide such services on an "on-call" basis. Please include number of years in business, number of employees with breakout for number of supervisory personnel, type of work done, and clients served.
- (b) Annual Volume: Complete the Annual Volume/Number of Projects form (Loose Forms Package). Provide the annual volume and number of projects

for the firm for the last three (3) years.

- (c) Current Workload: Complete the Current Workload form (Loose Forms Package). Provide list of current projects on which the firm is committed, with the dollar volume and time frame for each. Describe the firm's ability to accomplish the proposed services on this project within specified time frames (this is in addition to the information required in other paragraphs).

EVALUATION CRITERIA: *Higher consideration will be given to proposers whose company profile, construction volume, and current workload illustrate that the proposer has the resources available to successfully complete the University's projects on time.*

1. Economic-Benefits Factors:*

- A. Offerors shall submit with their proposals a narrative describing the estimated benefits that will accrue to the Maryland economy as a direct or indirect result of their performance of this contract (the "Project Construction Cost Limit" of \$10,000 as referenced in Section 00300 (Proposal & Evaluation), paragraph F.2.C of this RFP should be used as the basis). Proposals will be evaluated to assess the benefit of Maryland's economy specifically offered. Offerors shall take into consideration the following factors (**Please do not include any details of the price proposals with this information**):
 - (1) The estimated percentage of contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Be as specific as possible. Provide a breakdown of expenditures in this category.
 - (1) The number and types of jobs for Maryland residents resulting from the contract. Indicate job classifications, a number of employees in each classification and the aggregate payroll to which the contractor has committed at both prime and, if applicable, subcontract levels.
 - (3) Tax revenues to be generated for Maryland and its political subdivisions as a result of the contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income

taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.

- (4) Estimated Percentage of Subcontract/Supplier dollars committed to Maryland small business and MBEs. (These are also included under the first category (a) above.)
- (5) Estimated percentage of Subcontract/Supplier dollars committed to “local” Maryland businesses. For purposes of this proposal, a “local” Maryland business is a business with its primary base of operations located in the same county as the job site for this project, or a Maryland business located within twenty five (25) miles of the job site.
- (6) Other benefits to the Maryland economy which the offeror promises will result from awarding the contract to the offeror. Describe the benefit, its value to the Maryland economy (in terms of percentages), and how it will result from the contract award.

EVALUATION CRITERIA:

Highest consideration will be given to proposals offering the most benefit to Maryland, consider the aggregate of items (1) through (6) above.

G. PRICE PROPOSAL AND ENCLOSURES

1. Submit one (1) electronic copy of the Price Proposal and all required forms.
2. The Price Proposal and all required forms shall be completed in ink or typed; erasures and/or alterations shall be initialed in ink by the signer.
3. The following documents must be submitted with the Price Proposal.
 - (a) Price Proposal Form (Note: Proposers shall provide prices for all items on price proposal form).
 - (b) Bid/Proposal Affidavit, using the form (Attachment A) provided by the University.
 - (c) Conflict of Interest Information/Conflict of Interest Affidavit and Disclosure, using the form (Attachment B) provided by the University.

- (d) Social Responsibility Affidavit Information, using the form (Attachment D) provided by the University.
- (e) Acknowledgement of all Amendments or Clarifications on the Proposal Form in the space provided.
- (f) Certification Regarding Investment Activities in Iran enclosed with this document must be executed by each responding proposers and submitted with the price proposal.

Contractor(s) shall not include any technical information or specifications in with the price proposal envelope. If such are included in the price proposal envelope, they **will not** be evaluated by the technical evaluation committee.

Proposals shall contain the following in the Price Proposal Volume:

- A. Hourly Billing Rates:
 - 1. Regular Hourly Billing Rates: Proposer to quote hourly billing rates (to include all costs associated with the work inclusive of any and all reimbursable costs, overhead costs and profit) for all positions on the On-Call Moving Services Team as indicated on the Price Proposal Form.
 - 2. Overtime Rates: Proposer to quote for applicable construction positions as noted on Price Proposal Form.

Any price proposal which is materially unbalanced may be rejected. An unbalanced proposal is one that is based on prices that are, in the judgment of the procurement officer, maybe significantly overstated and/or understated.

H. PRICE PROPOSAL EVALUATION

- 1. Price Proposals will only be evaluated for those proposers determined by the Procurement Officer to be technically acceptable and susceptible of award.
- 2. Price Proposals will not be opened publicly.
- 3. Price Proposals will be evaluated by the Procurement Officer on the basis of the

base price proposed plus any Add/Deduct Alternates accepted by the University.

I. FINAL PROPOSAL RATING

1. The Procurement Officer, considering the evaluation of the Technical and Price Proposals, will identify those proposals considered both technically acceptable and susceptible of award.
2. Should the University elect to proceed with award of a contract, award will be made by the Procurement Officer to the responsible, lowest-priced, technically acceptable proposer.

J. EVIDENCE OF RESPONSIBILITY

Prior to award of a contract pursuant to this RFP, the Procurement Officer will require the prospective awardee to furnish such additional information necessary to assess responsibility of the contractor. Copies of the contractor's Annual Report or one (1) Program Financial Statements (Income Statement, Cash Flow Statement and Balance Sheet) for the past two complete business years may be required. For contracts exceeding \$1 million, the contractor will be required to furnish a current (within 90 days prior to contract award) copy of a Dun and Bradstreet Comprehensive Report for the company. The Procurement Officer may also consider any information otherwise available concerning the financial, technical and other qualifications or abilities of the contractor.

END OF SECTION 00300

PART II

**GENERAL TERMS AND CONDITIONS
OF THE CONTRACT**

(Under Separate Cover)

PART III
LONG FORM CONTRACT
MODIFICATION OF CONTRACT
PERFORMANCE BOND
AND
PAYMENT BOND
(SAMPLE COPIES)



Master Order On Call
Number: --000--N
Proposal No: --

UNIVERSITY OF MARYLAND, COLLEGE PARK
DEPARTMENT OF PROCUREMENT & SUPPLY
COLLEGE PARK, MARYLAND 20742-6050

LONG FORM CONTRACT

THIS AGREEMENT made the **-Date---** day of **---month--**, **Two Thousand Eight** by and between **--- Company name include Address, City, State and Zip code--** herein called "Contractor", and the University of Maryland, College Park, **Department of Procurement & Supply** Division, herein called "Owner".

Witnesseth, that the Contractor and Owner for the considerations here mentioned agree as follows:

Article 1. Scope of Project -- shall furnish all of the materials and perform all of the work shown on the drawings and described in the specifications entitled "**On Call ---project name-- for the University of Maryland College Park, MD (or another campus)-- and Amendment Nos. A001& A002 ????** (inclusive) and shall do everything required by this Agreement, the General Conditions of the Contract, and said specifications and drawings, all of which are made a part hereof and are referred to herein as "The Contract". There follows a list of said drawings and proposal:

Drawing: Drawing when necessary, will be provided to the Contractor by Facilities Management/Department of Architecture, Engineering and construction. **KEEP/DELETE**

Proposal: Contractor's Technical and Price Proposal dated _____ OR

Proposal: Contractor's Technical and Price Proposal dated ---- and Best and Final Offer (BAFO) dated -----. **(Use either one and delete the one not used)**

Article 2. Contract period -- The base contract is effective ----- through ---- with the University's unilaterally option to extend the contract for three (3) additional one (1) year renewal periods with the same terms and conditions. Contract **amount One Million and 00/100 Dollars (\$1,000,000.00).** **Change to agree with the project.**

Article 3. The contract value - Shall be the sum of any and all Task Orders issued in accordance with the contract. The University shall pay the Contractor subject to actual work performance on specific

Task Order. Do not perform any work unless Task Order is issued.

As per attached Revised Price Proposal Form, October 4, 2007, 4 pages. Change to agree with project OR UESED THE ONE BELOW

The University shall pay the Contractor subject to actual work performed on specific Task Orders.

Unit Price as follows:

1. **Material Mark-Up:** 15% over invoice price for materials. Invoice price shall include any sales tax and supplier freight/handling/delivery charges.
2. **Equipment Rental Mark-Up:** 10 % over invoice price. Invoice price shall included any sales tax and supplier freight/handling/delivery charges.
3. **Subcontractor Mark-up:** 8 % over invoice. Subcontractor costs to include all coordination time, set up, etc.
4. **Labor Rates:** (Note change \$---or add/delete Item No. to agree with RFP)

<u>Item</u>	<u>Trade</u>	<u>Regular Rate</u>	<u>Overtime Rate</u>
4.1	Principal Coordinator	\$_____/hr	\$_____/hr
4.2	Project Manager/Oper. Mgr.	\$_____/hr	\$_____/hr
4.3	Superintendent	\$_____/hr	\$_____/hr
4.4	Hour rates for other trade positions currently employed by the contractor, including but not limit to: Pipefitters, Plumbers, HVAC mechanicals, boilermakers, steamfitters, and sheet metal.		
	<u>Trade</u>	<u>Regular Rate</u>	<u>Overtime Rate</u>
4.5	Steamfitters	\$_____/hr	\$_____/hr
4.6	Plumbers	\$_____/hr	\$_____/hr
4.7	Laborer/Helper	\$_____/hr	\$_____/hr

Article 4. Special Provisions

- A. Contractor has committed to a goal of fifteen percent (15%) Minority Business Enterprises (MBE) participation level of the Task Orders that exceed \$50,000.00.

Submission of applicable MBE Attachments as specified in Section I, Paragraph DD, shall apply to each Task Order.

- B. Contractor shall coordinate all work with and shall contact Mr. Stefan Abresch, University Project Manager at (301) 405-8075 five (5) working days prior to starting any work.

Article 5. Manner of Payment for each Task Order issued – The Owner shall make payment on account of the contract price, as follows:

On or about the 25th day of each month 95% of the value, based on the Contract prices, of labor and materials incorporated in the project and of materials suitably stored at the site thereof up to the 23rd day of that month, as estimated by the Owner, less the aggregate of previous payments; and after acceptance of the entire project, a sum sufficient to increase the total payment to 100% of the Contract price.

Contractors Federal Tax Identification No. _____

Invoices should be prepared in triplicate in the name of the University of Maryland, College Park, Department of Facilities Management/Department of Architecture, Engineering & Construction and should indicate thereon the Contractor's Federal Employers Tax Identification Number or (if he has no such number) his Social Security Number, the contract and project numbers, and bear the following certification.

I/We certify that we have made payments from proceeds of prior payment, and/or that we will make payments from proceeds of the progress or final payment now due, to subcontractors and suppliers within ten (10) calendar days of having received payment from the University/State as required by the contractual arrangement with the University.

The Contractor (or authorized representative) shall sign the original invoice only, indicating the title of the signer, and mail to:

University of Maryland, College Park
Office of Facility Management/Project Accounting
1600 Service Building
College Park, MD 20742-6070

Article 6. Acceptance and Final Payment for each Task Order issued -- Final payment to be due 30 days after acceptance of the entire project, but not until the project has been fully completed and the Contract fully performed.

Upon receipt of written notice that the project is ready for final inspection and acceptance, said Architect or Engineer shall promptly inspect the same. When he finds the work and materials acceptable under the Contract and the Contract fully performed, and upon receipt of evidence satisfactory to him that all payrolls, material bills and other indebtedness connected with the project have been paid, said Architect or Engineer shall promptly issue a final certificate, signed

by him. Said certificate shall state that the Contract has been fully performed according to its terms and that the work performed and materials furnished thereunder have been accepted by the Architect or Engineer as being in accordance with the Contract; and shall set forth the balance found by said Architect or Engineer to be due and payable to the Contractor.

If after the project has been substantially completed, full completion is materially delayed through no fault of the Contractor, and said Architect or Engineer so certifies, the Owner shall, without terminating the Contract, pay the balance certified by the Architect or Engineer to be due for that portion of work fully completed and accepted. The terms and conditions of such certification shall be the same as those for final payment, above set forth, but payment pursuant thereto shall not constitute a waiver of claims.

_____	<u>University of Maryland, College Park</u>
Contractor	Owner
_____	_____
Signature	Signature
_____	_____
Print	Print
_____	_____
Title	Title
Date: _____	Date: _____

Approved By Board of Public Works: Item No. _____, Date _____

Budgetary Data:

Req. No. _____ **K.F.S. On Task Order**

Title: Facilities Management/Department

CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, _____ (print name), possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation — domestic or foreign;
- (2) Limited Liability Company — domestic or foreign;
- (3) Partnership — domestic or foreign;
- (4) Statutory Trust — domestic or foreign;
- (5) Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: _____ Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____.

Pursuant to §7-201 et seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. *NOTE: The forms for registration are available from the website <http://www.dat.state.md.us/sdatweb/sdatforms.html> For further help call (410) 767-1340 or email: charterhelp@dat.state.md.us.*

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

NOTE: The financial disclosure form is available under on the following web site:

<http://www.sos.state.md.us/PublicDisclosure.aspx>. For further information, go to www.sos.state.md.us

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

NOTE: The political contribution disclosure form is available at

http://www.elections.state.md.us/campaign_finance/disclosure_of_contributions.html. Frequently asked questions and answers are available from this website.

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

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

- (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
- (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
- (c) Prohibit its employees from working under the influence of drugs or alcohol;
- (d) Not hire or assign to work on the contract anyone who 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's 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 §E(2)(b), above;
- (h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §E(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 §E(2)(a)—(j), above.

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

(4) I acknowledge and agree that:

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

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

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

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 20____, 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: _____ (printed name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)



UNIVERSITY OF MARYLAND

MODIFICATION OF CONTRACT

1. MODIFICATION NUMBER M00--		2. DATE ISSUED ---		3. NUMBER OF PAGES -----	
4. ISSUED BY UNIVERSITY OF MARYLAND DEPARTMENT OF PROCUREMENT AND SUPPLY CONSTRUCTION AND FACILITIES PROCUREMENT 4300 TERRAPIN TRAIL 2110A CHESAPEAKE BUILDING COLLEGE PARK, MARYLAND 20742-6050 POINT OF CONTACT: --- TELEPHONE NUMBER: 301-405---- FACSIMILE NUMBER: 301-314-3011 ELECTRONIC MAIL ADDRESS: ----@UMD.EDU			5. ADMINISTERED BY (If other than Item 4)		
6. NAME, ADDRESS AND FEI NUMBER OF CONTRACTOR ----- FEI NO. ----			7A. MODIFICATION OF CONTRACT NUMBER ----		
			7B. DATED ----		
8. The Referenced Contract is Modified In the Following Particulars Only.					
A. THIS CONTRACT MODIFICATION IS ISSUED UNILATERALLY TO MAKE THE CHANGES SET FORTH IN ITEM 9 (below) PURSUANT TO THE CHANGES CLAUSE CONTAINED IN PART II, SECTION I OF THE CONTRACT REFERENCED IN 7A ABOVE.					
B. THE CONTRACT REFERENCED IN 7A ABOVE IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as billing address, accounting data, etc.) SET FORTH IN ITEM 9 (below).					
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO TO MODIFY THE CONTRACT REFERENCED IN 7A ABOVE AS SET FORTH IN ITEM 9 (below).					
D. OTHER (Specify Type of Modification)					
E. IMPORTANT: CONTRACTOR [] IS NOT, [X] IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> ORIGINALS TO THE ISSUING OFFICE IDENTIFIED IN ITEM 4.					
9. DESCRIPTION OF MODIFICATION (Use Additional Pages if Required) <p style="text-align: center;">Continued on page 2</p> Except as provided herein, all prices, terms and conditions of the document referenced in Item 7A, including previous modifications, if any, shall remain in full force and effect.					
10A. NAME AND TITLE OF SIGNER (Contractor - Type or Print)			11A. NAME OF PROCUREMENT OFFICER (Type or Print) -----		
10B. CONTRACTOR (Signature of Person Authorized to Sign)		10C. DATE SIGNED	11B. UNIVERSITY OF MARYLAND (Signature of Procurement Officer)		11C. DATE SIGNED

Description of Modification Continued from No. 9 on previous page:

(insert company name) shall furnish all resources as required to perform the following work:

-----insert description of modifications. (item 1 thru -----)

Contractor shall perform all work in conjunction with Contractor's proposal(s) dated ----, for the contract (addition) modification of \$

SPECIAL TERMS AND CONDITIONS:

A. Contractor shall coordinate all work with and shall contact ----, at (301) 405-----, twenty four (24) hours prior to starting any work.

B. This modification of contract resolves all claims for delays, disruptions, escalation and extended cost arising out of or related to cost or time, whether known or unknown, asserted or unasserted. The terms and conditions of this modification of contract constitute a full accord and satisfaction of the University and the Contractor for all costs and time of performance related to the actions described or referenced herein.

Amount of this Modification:	\$	Project No.	_____
Previous Contract Amount:	\$	Requisition No.	_____
Revised Contract Amount:	\$	Fund No.	_____

PART IV
SPECIFICATIONS
AND
SCOPE OF WORK

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PART IV

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DIVISION I – GENERAL PROVISIONS

A. IMPLEMENTATION:

1. **CONTRACTOR:** The intent of this procurement is to establish one or more On-Call Services for Moving Projects to establish On-Call Professional Moving Services Contract(s) for the Department of Facilities Management, and Residential Facilities.
2. **AWARD:** It is the University’s intent to make multiple awards to General Contractors.
3. **IMPLEMENTATION:** The On-Call Contractors are to be awarded projects on the following basis:

Projects under \$25K:

The University may elect to rotate among the selected On-Call Moving Contractors on projects that are under \$25K. A Task Order will be sent to the On-Call Moving Contractors by the Procurement Officer; the task order will confirm the scope of work, commencement and completion dates, time frames and bid price. The University expects all awardees to participate in the rotation process for all projects no matter how small they may be.

- a. The University will contact a Contractor and set-up a joint walk-through. The University will give details for the moving project including timeframe/schedule. During the walk-through the contractor will be responsible for becoming familiar with the location, determine exact location of the electrical systems, confirm the scope of work and become aware of any problems, job requirements and restrictions associated with the project.
- b. The On-Call Contractor will provide a competitive firm fixed lump sum Bid Price and a statement as to proposed time frame to complete the work including estimate hours at the contracted hourly rates, number and types of employees required, and a list of equipment to be used. The Proposal (firm fixed price) shall be in the format as Attachment A.
- c. Then a Task Order will be sent to the On-Call Moving Contractor by the Procurement Office; this task order will confirm the scope of work, commencement and completion dates, time frame and bid prices.

- d. The University reserves the right to request a complete breakdown of materials (by item, price and quoted mark-up) and labor costs (by position, hours and quoted rate) for any project.
- e. The selected On-Call Moving Contractor will complete work for a particular project under the bid price and will bill for actual costs for materials and equipment rental plus the quoted mark-up and actual hours worked per the quoted rates. In no instance will a project cost the University more than the bid price unless the following occurs: additional scope added by the University, all of which has been incorporated via a change order. If a project does exceed the bid price, the Contractor will be solely responsible for the costs in excess.

Projects over \$25K:

- a. The University or University Service Center location will (i) prepare a Request for Bid with written scope of work on each project inclusive of time frame/schedule; (ii) will conduct a site visit with all available On-Call Moving Contractors, during this site visit the contractor will be responsible for becoming familiar with the location, determine exact location of the electrical systems confirm the scope of work and become aware of any problems, job requirements and restrictions associated with the project.
- b. Lump Sum Bid: At the sole discretion of the University, projects done under this contract may be competitively bid amongst all available On Call Moving Contractors for a firm fixed lump sum price. By submitting a Bid for each separate project, Contractor(s) agree that all bid prices are valid for 90 days from the date of University receipt of the Bid.
- c. The University will select from the on-call moving contractors the contractor whose price and time frame best serves the University's interest and meets all University requirements. At that time, a Task Order will be issued to the On-Call Moving Contractor by the Procurement Office; this Task Order will confirm the scope of work, commencement and completion dates, time frames and bid prices.
- d. The University reserves the right to request a complete breakdown of materials (by item, price and quoted mark-up) and labor costs (by position, hours and quoted rate) and/or schedule of values for any project.

- e. The selected On-Call Moving Contractor will complete work for a particular project under the bid price and will bill for actual costs for materials and equipment rental and actual hours worked per the quoted rates. In no instance will a project cost the University more than the bid price unless the following occurs: additional scope added by the University, all of which will be incorporated via a change order. If a project does not exceed the bid price and the above items weren't incorporated, then the Contractor will be solely responsible for the costs in excess.
4. The project sizes average between \$200.00 to \$20,000. Estimated cumulative dollar volume for moving contracting services is \$80,000 annually. All proposers are advised that such dollar volumes are **estimates only** and represent the total amount of work projected regardless of the number of contracts awarded. All proposers further understand and agree in providing such estimates, the University makes **no guarantee** that any or all of the estimated work will be assigned to the selected On-Call Moving Contractor(s).
5. All communications on projects after the award is made (issuance of Task Order) are to be directed to the designated Move Coordinator of FM and Residential Facilities. No instructions, directions, and information are to be given to the Contractor by any other University Personnel. All Change Order work shall not proceed until a Change Order to the Task Order is issued by the University Procurement Office confirming this additional work and the applicable additional cost.
6. If during the term of this contract, the On-Call Moving Contractor(s) is (are) awarded other bid moving projects at any other institution, it is expected that the Contractor will assign separate work crews and supervisory teams to all concurrent projects to insure that no job schedule is effected by inadequate manpower levels.
7. Liquidated Damages: The University reserves the right to establish liquidated damages (LD's) for specific projects. The University will inform the contractors on the Bid Form that will be sent out for all projects over \$25,000. Time is an essential element of all work that it is important that the work be completed as specified. For each day that any work shall remain uncompleted beyond the time(s) specified in the task order, the Contractor shall be liable for liquidated damages in the amount(s) provided for in the specifications, provided, however, that due account shall be taken of any adjustment of specified completion time(s) for completion of work as granted by approved task order change orders.

8. Performance evaluations may be conducted on all project task orders at the completion of each project. An unsatisfactory performance evaluation may render the contractor ineligible to participate in future projects.

END OF SECTION

DIVISION II – GENERAL SPECIFICATIONS

1.01 SCOPE OF WORK

- A. The contract shall consist of providing all supervision, skilled labor, material, equipment, and tools and related costs for performing Professional Moving Services at the University of Maryland. Contractors shall have the expertise in specialized moving services and can provide all of the appropriate equipment. All labor provided to the University, including supervisors, driver, skilled workers, are to be regular full time employees of the contractor, not temporary works or subcontractors, with at least two (2) years' experience in the moving business.
1. In addition to supervision and skilled, experienced labor, the Contractor must furnish all equipment, supplies, lifts, tools, carts, ramps, dollies, wallboards, supply bins, wrapping/packaging materials, Masonite floor covering, corner protectors, elevator wall lining, and vehicles (large capacity vans and covered trucks with lift gates) and any other necessary resources to accomplish the professional moving requirements of the University.
 2. The Contractor shall maintain on site at all times when work is in progress on this contract, a supervisor who represents the Contractor and is responsible for the entire project. Due to the critical nature and timeliness of each move, the supervisor shall be conversant in the English language and have excellent communication skills. The supervisor is to coordinate work with the University's Move Coordinator of Facilities Management Special Services Unit. Coordination is to include status reporting on work accomplished, any problems and their resolution.
 3. The Contractor must use sufficient number of regular, full time skilled workers who are properly trained and experienced in the necessary labor category and are completely familiar with the specified requirements and methods required for proper performance of assigned projects, and are provided with the necessary tools and equipment to accomplish the job.

The Contractor's entire moving staff to be assigned to the University projects must be specifically experienced in moving office technology equipment, executive furniture, and be able to dismantle and reassemble systems furniture. Some moves may occur in buildings without elevators, requiring workers to manually lift and carry heavy items up and down steps.

4. The Contractor shall take all necessary precautions to prevent damage to office equipment, furniture, supplies and existing property. Adequate protection shall be provided for floors and walls. All items shall be properly protected from inclement weather while being moved.

All vehicles used for moving are to be fully enclosed. Protection shall be provided for existing property and the various sites, along the move route, or adjacent thereto, including trees, shrubs, lawns, walks, pavements, adjoining structures and utilities. The contractor shall notify the University in writing of any pre-existing damage to furnishes, equipment, surfaces, etc. prior to the move and receive verification from the Move Coordinator or designee. Once the move is completed the contractors and the Move Coordinator shall inspect for any damage caused by the Contractor. Any damage caused by the contractors shall be repaired or replaced at the contractor's expense and within a reasonable amount of time (30 calendar days). 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. The University may withhold payment for the individual moving project in abeyance until all such claims are resolved against the move.

5. As work progresses, the Contractor shall dispose of all trash and recyclable materials at a location on the University of Maryland's premises. The disposal of cardboard and all other recyclable materials shall be done on campus by placing the materials in the appropriately marked containers provided by the University. The Contractor shall keep the premises in a clean and orderly condition. Upon completion of the work day, the Contractor shall remove all rubbish and debris and restore any disturbed areas to their original condition of order and cleanliness.

6. Only authorized employees of the Contractor are allowed on the job sites. Contractor's employees are not to be accompanied on the work sites by acquaintances, family members.

The Contractor shall require all employees, including Supervisor, to wear distinctive uniforms for ready identification. The uniform shall display the Contractor's name, in an easily identifiable manner. Employees shall be required to dress neatly, commensurate with the tasks being performed. Under no circumstances is work awarded to the contractor to be performed by a subcontractor.

7. Eating, drinking, and/or smoking will not be permitted on the work site. There shall be no use of radios or other unnecessary noise at the work site. The Contractor shall use only the bathroom facilities indicated by the University Project Manager. The Contractor will be responsible for the appropriate conduct of its employees while on University premises.
8. All equipment and practices used in the performance of the work under this contract shall be subject to and meet the requirements set forth in the Maryland Occupational Safety and Health Act.

The Contractor is further responsible for accomplishing the required work in accordance with all applicable standards, safety requirements and general practices of the electrical industry. This responsibility is solely upon the Contractor; the University accepts no responsibility or liability for these requirements.

9. The Contractor shall be responsible for security and paying for all necessary parking permits for all vehicles being used, from the University of Maryland, Department of Transportation Services (301-314-7275). Parking of personal vehicles may not necessarily be adjacent to the moving sites, and therefore, may be in a different location from where the trucks are parked. Parking of trucks on landscape to include grass or sidewalks can be done only with the permission of the appropriate Move Coordinator.
10. For any items that require short and long-term storage, the Contractor shall obtain the necessary storage space in a space, climate-controlled

storage facility and shall place the items in storage in such a manner that no damage shall occur to the items while in storage.

1.02 PROTECTION OF ADJACENT FACILITIES AND PROPERTY

The Contractor is advised that the location of projects under this Contract will likely be in a congested area of the campus, subject to a heavy vehicular traffic and limited parking. Every precaution shall be exercised to protect people from injury and disruption of traffic from work performed.

1.03 LIFTING DEVICES FOR EQUIPMENT

Supply all cranes, lifts, hoists, etc., for the proper and efficient movement of all materials. All shall be provided with proper guides, bracing, safety devices, etc., as required by law and good practices. All associated workmen must be OSHA certified.

1.04 PROTECTION OF WORK, STORAGE, AND TRANSPORTATION OF MATERIALS/EQUIPMENT

- A. All materials/equipment must be installed and/or stored indoors immediately upon arrival at the project site. If storage is required, a suitable space may be designated by the University. Not all sites will lend themselves to inside storage; therefore it is the contractor's responsibility to protect all materials/equipment. Under no circumstances shall materials/equipment be stored outdoors or in public areas such as hallways and corridors.
- B. Transportation: All materials/equipment shall be so crated, packaged, blocked and otherwise protected during transportation and handling to prevent damage of any kind. This shall include the provision of any necessary lifting devices or machines and skilled personnel to operate such machines.
- C. Protecting Work in Place: Provide all necessary protection of completed work to prevent any and all damage. Walk off mats shall also be required at the entrances and exits of all work sites. Masonite hardboard (1/4 inch thick) is required to protect the construction site flooring. Six (6) mil plastic sheeting is required to protect the surrounding area with dust/debris barrier, existing equipment (including lab equipment) and furniture and computers
- D. Prior to using any University elevator for transporting materials, the Contractor shall verify applicable load weights and insure proper loading of the elevator with the UMD elevator shop and Project Manager. The contractor will be responsible for the protection of the interior elevator finishes when transporting materials.

1.05. CLEARING, CLEANING UP, & REMOVAL OF DEBRIS

The Contractor shall at all times keep the premises free from the accumulation of waste materials and rubbish. All debris shall be removed by the Contractor as the work progresses on a daily basis and adhere to the following directions:

1. The University may provide a suitable container adjacent to the job site to receive all debris. The location will be coordinated with the University's Project Manager.
2. The Contractor shall separate all construction material landfill vs recycling and create a monthly report of disposal.
3. The University will remove and replace the container as needed (where applicable).
4. If suitable parking adjacent to the job is not available, the Contractor will be directed to deliver the materials to a designated location on or in close proximity to the jobsite.

1.06 EMPLOYEE IDENTIFICATION

- A. Due to the nature of routine on-call work and required security, the Contractors shall obtain identification for all of his employees and Subcontractors that will be utilized. **EMPLOYEE IDENTIFICATION OF WORKMEN ASSIGNED TO THE UNIVERSITY PROJECTS SHALL BE VISIBLE AT ALL TIMES.** Shirts with the company name on them are acceptable.
- B. All vehicles and mobile equipment should be identified with the Contractors Name displayed in a highly visible manner.

1.07 TOOLS AND MOVEABLE EQUIPMENT

The Contractor shall furnish as part of his overhead cost included in the material mark-up percentage, all necessary protective equipment, concrete mixing boxes, water barrels, wheelbarrows, hoes, shovels, tools, mortar boards, ladders, tools, shop equipment and fabricating items customary to the trade, etc., and all other moveable equipment necessary to completing the work performed under this contract. The furnishing of tools shall include all maintenance, loss and breakage.

Any equipment rental must be included in the bid price.

1.08 MATERIAL COSTS

Material costs which will be reimbursed to the Contractor shall be based on the cost of materials to the Contractor from his usual sources of supply with all usual trade practice discounts deducted. All cost discounts shall be deducted in determining materials costs. The Contractor shall provide equipment and material as specified by the University from sources at least cost to the University. Competitive quotations shall be secured wherever feasible and in all instances when requested by the University. Contractor will be required to provide copies of invoices and proof of payment when requested by the University. Contractor is responsible for receiving their own materials, including unloading of delivery trucks, checking deliveries, and transportation to the work area. University employees are not responsible for receipt of deliveries. The quoted mark-up for materials is to include all delivery/pick-up/handling costs associated with the material if a) delivered directly to job site by supplier; b) picked up by the On Call Contractor representative, or c) drawn from Contractor's warehouse stock.

1.9 UNIVERSITY'S RIGHT TO FURNISH MATERIAL AND EQUIPMENT

The University reserves the right to furnish materials/equipment. The Contractor will be reimbursed only for his labor cost used on the materials/equipment furnished. Any University materials/equipment not used on the project shall be returned to University's stock for any applicable credit to the project.

1.10 SUBCONTRACTS

Before any such Subcontracts are awarded, the University shall be furnished with complete information in writing as to the fees which would be paid to the Subcontractor. Any Subcontractors must be approved in writing by Procurement and Facilities prior to starting any work. The subcontractor shall furnish to the contractor the complete records as to labor and material cost and his fees. The Contractor(s) shall submit such records to the University with all requests for payment which include payment on such Subcontractors, when requested.

1.11 VEHICLES

The Contractor shall apply for a University permit through Campus Parking at 301-314-7275. All costs associated with parking shall be the responsibility of the contractors. The On-Call Contractor will be required to coordinate with the Project Manager on the loading and unloading of materials and where parking is allowed. In general, parking is not permitted in faculty/staff lots adjacent to the buildings

and is not allowed on sidewalks, landscape areas, etc.

1.12 SUPERVISION OF THE WORK

The Superintendent/Manager shall have general supervision and direction of the work which shall include, but not be limited to, the following:

- A. Determination of a work schedule for coordination of crafts.
- B. Project starting and completion dates.
- C. Inspect all work for compliance with University Standards & Project scope.

1.13 REQUEST FOR TEMPORARY USE OF KEYS BY CONTRACTORS

- A. University Building Security may issue keys for long term projects to the On-Call Contractors. A written authorization request shall be issued by the UM Project Manager.
- B. On-Call Contractors may request from UM Project Manager to change existing core(s) to construction cores.
- C. Facilities Management and Residential Facilities/ Work Control Centers: On-Call Contractors can gain access by drawing keys and access card from Work Control Center.
 - 1. Keys & Access cards are to be issued and returned on a daily basis, no exceptions.
 - 2. Keys & Access cards are not to be turned over to someone else to be returned.
 - 3. Individual signing out a key and access card is responsible for the security and return of that key and/or access card.
 - 4. Keys and access cards may be issued to On-Call Contractor with proper identification as long as written authorization has been received from Project Managers.
 - 5. Keys and access cards are not issued to sub-contractors.

- D. Individuals issuing and controlling keys are responsible for obtaining proper identification prior to the issue of keys or access cards.
- E. University keys, in the possession of Contractors and/or Service Personnel, will not be loaned to others, tampered with or duplicated.
- F. All keys must be returned to the University prior to the final payment on any project.

1.14 SAFETY PRECAUTION

- A. Contractor shall provide and maintain all necessary temporary rails, walks, night lighting devices, as may be required to properly mark hazards and obstructions in general compliance with the contract. At the Work Initiation Conference, the Contractor shall provide a Staging Plan detailing the activities prescribed herein.
- B. Contractor must provide safe means of egress to and from buildings, including temporary walks and fences over uncompleted materials if deemed necessary.
- C. Contractor shall ensure circulation travel paths within the building are kept clear of all construction materials and debris, to include primary egress paths and other, secondary corridors.
- E. Contractor must protect drops and holes with barricades and night lights.
- F. Contractor should keep a first aid kit handy on each project site.
- G. Pedestrian and handicapped entry to all campus buildings shall be maintained by the Contractor at all times.
- H. The Contractor shall make every reasonable attempt to prevent the need for temporary closure of building entry points, by available means such as scheduling of work, etc.
- I. The Contractor and University's Project Managers shall agree to any temporary closure of a particular building entry point, and to the duration of such a closure.
- J. In the event of a temporary closure, adequate and reasonable measures must be taken by the Contractor to assure safe egress of pedestrian, handicapped, and service needs.

- K. If necessary, the Contractor shall move the construction fence to keep pedestrians away from the construction site. The Contractor shall move the construction fence, as required and as directed by University's Project Manager, to allow for campus use of portions of work deemed 100% complete, and suitable for pedestrian use.
- L. Contractor must comply with all MOSHA (Maryland Occupational Safety and Health) standards.

1.15 PROJECT CLOSEOUT

- A. Delivering Guarantees: The Contractor, shall, prior to final payment, submit to the Owner all guarantees and certificates of inspection and test delivery invoices, etc., as required by Contract Documents.
- B. Preparation of Punch List: When Contractor and Subcontractors have inspected work and have satisfied themselves that all work is substantially complete, the Contractor shall prepare for submission to the Owner in writing as requested for an Interim Inspection. If it is obvious that the Contractor and Subcontractor have not inspected the work, the Owner will withhold preparation of final "punch list" until all readily apparent faults and omissions have been corrected. Once project received final acceptance from the University's of Maryland Project Manager, contractor is expected to submit final payment within 90 days.

END OF SECTION

**PART V
PROPOSAL FORM**

University of Maryland, College Park
Construction & Facilities Procurement
2100 Chesapeake Building
College Park, Maryland 20742-6050

PROPOSAL DUE DATE: March 1, 2022
PROPOSAL DUE TIME: **3:00 P.M., LOCAL TIME**
PROPOSAL NUMBER: 119367
PROJECT NO: N/A

Persons:

(The) _____
(to be filled in by proposing company)

hereby submits the following proposal for the: **On-Call Services for Professional Moving Services for the University of Maryland and Service Universities.**

Having carefully examined the "Information/Instructions To Proposers", the General Terms and Conditions of Contract, the entire request for proposal documents, specifications, and **Amendment(s) Numbered _____, Clarification(s) Numbered _____**, and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to furnish all labor, equipment, materials etc., required by the documents for the entire work, all in strict accordance with the contract documents, for the stipulated sum of:

1. CONTRACTORS HOURLY BILLING RATES: Use form at the end of this section to include the quoted hourly billing rates for each position inclusive of all costs associated with providing such on site personnel and in accordance with the Bid document; we understand that all home office positions are to be included in our firm's overhead & profit calculations.

SPECIAL TERMS AND CONDITIONS

- A. Failure to properly and completely fill in all blanks may be cause for rejection of this proposal.
- B.* It is understood that the proposal price will be firm for a time period of one hundred twenty (120) calendar days from the proposal opening date (Reference Section 00100-Instructions to Proposers, K-Duration of Proposal Offer), and that, if the undersigned is notified of acceptance of this proposal within this time period, the firm shall execute a contract for the above stated compensation and shall complete the work within time specified for each project.
- C. The Proposer **shall** quote all prices, exclusive of unit prices, in whole dollars. Should the proposer fail to quote accordingly, the University will round up or down to the nearest dollar of all prices (excluding unit prices) quoted. The prices shall be stated in both words and figures.¹¹

(Construction Firm License No.)

(Date Issued)

(Place of Issuance)

Federal Employer Identification Number
(or Social Security No. if no FEI No.)

=====

FIRM NAME: _____

SIGNED: _____

(Printed or Typed Name)

ADDRESS: _____

TELEPHONE NO.: _____ FAX NO.: _____

E-MAIL: _____

=====

(Name of Co-Partnership)

ADDRESS: _____

TELEPHONE NO.: _____ FAX NO.: _____

E-MAIL: _____

BY: _____
(Partner)

BY: _____
(Partner)

BY: _____

(Partner)

(Name of Corporation)

ADDRESS: _____

TELEPHONE NO.: _____ FAX NO.: _____

E-MAIL: _____

BY: _____
(President)

(Printed or Typed Named)

Date: _____

The Proposer represents, and it is a condition precedent to acceptance of this request for proposal, that the Proposer has not been a party to any agreement to submit a fixed or uniform price.

Signature of Proposer and Title

Price Proposal Form

1. **CONTRACTOR HOURLY BILLING RATES:** Below are the quoted hourly billing rates for each position inclusive of all costs associated with providing such on site personnel and in accordance with the Bid document.

Position & Minimum Experience	Straight Time* Rate per Hour	Overtime** Rate per Hour	Premium Time*** Rate per Hour
1. Supervisor (2 years)	\$ _____	\$ _____	\$ _____
2. Driver (1 year)	\$ _____	\$ _____	\$ _____
3. Helper (1 year)	\$ _____	\$ _____	\$ _____
4. Packer (1 year)	\$ _____	\$ _____	\$ _____
5. Closed Van Min. 20 Feet	\$ _____	\$ _____	\$ _____
6. Tractor Trailer Min. 40 Feet	\$ _____	\$ _____	\$ _____
7. Boxes, Legal, Size: 24" x 12" x 12"	\$ _____	\$ _____	\$ _____
8. Storage (Cubic Yards)	\$ _____	\$ _____	\$ _____
9. Storage – Climate Controlled (Cubic Yards)	\$ _____	\$ _____	\$ _____

PRICING FOR EVALUATION PURPOSES ONLY – Use Rates Above

Item #	Description	Estimated Quantity	Price per Hour	Total
1.	Supervisor, Regular Time	250	\$	\$
2.	Supervisor, Overtime	50	\$	\$
3.	Supervisor, Premium Time	5	\$	\$
4.	Driver, Regular Time	150	\$	\$
5.	Driver, Overtime	50	\$	\$
6.	Driver, Premium Time	10	\$	\$
7.	Helper, Regular Time	600	\$	\$
8.	Helper, Overtime	50	\$	\$
9.	Helper, Premium Time	10	\$	\$
10.	Packer, Regular Time	400	\$	\$
11.	Packer, Overtime	50	\$	\$
12.	Packer, Premium Time	10	\$	\$
13.	Closed Van, Regular Time	20	\$	\$
14.	Closed Van, Overtime	10	\$	\$
15.	Closed Van, Premium Time	2	\$	\$
16.	Tractor Trailer, Regular Time	2	\$	\$
17.	Tractor Trailer, Overtime	2	\$	\$
	Description	Quantity	Unit Cost	Total
18.	Boxes, Legal, Size: 24" x 12" x 12"	5,000 ea.	\$	\$
19.	Storage (Cubic Yards)	500	\$	\$
20.	Storage – Climate Controlled (Cubic Yards)	1000	\$	\$

2. BASE CONTRACT PRICE: (Total of Items 1 – 19).

\$ _____
(Written)

\$ _____
(Figures)

BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, _____ (print name), possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". 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. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

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

ATTACHMENT A

(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.

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, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;

ATTACHMENT A

- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) 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 DEBARMENT

I FURTHER AFFIRM THAT:

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

ATTACHMENT A

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

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, construction related 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.

ATTACHMENT A

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. ACKNOWLEDGEMENT

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

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

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

CONFLICT OF INTEREST INFORMATION

A. Each solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of a State contract shall provide notice of the requirement of this regulation.

B. "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.

C. "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.

D. If the Procurement Officer makes a determination prior to award that facts or circumstances exist giving rise or which could in the future give rise to a conflict in interest, the procurement officer may reject a bid or offer under COMAR 21.06.02.03B.

E. After award the State may terminate the contract, in whole or in part, if it deems such termination necessary to avoid an actual or potential conflict of interest. If the Contractor knew or reasonably could have been expected to know of an actual or potential conflict of interest prior to or after award and did not disclose it or misrepresented relevant information to the Procurement Officer, the State may terminate the contract for default, institute proceedings to debar the Contractor from further State contracts, or pursue such other remedies as may be permitted by law or the contract.

F. A conflict of interest may be waived if the Procurement Officer, with approval of the agency head or designee, determines that waiver is in the best interest of the State. The determination shall state the reasons for the waiver and any controls that avoid, mitigate, or neutralize the conflict of interest.

G. Each bidder or offeror responding to a solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of another State contract shall provide the affidavit and disclosures set forth in Subsection H of this regulation to the Procurement Officer with the bid or offer and such other times as may be required by the Procurement Officer.

H. The affidavits and disclosures required by Subsection G of this regulation shall be in substantially the same form as follows:

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 (explains in detail--attach 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 will 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.

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)

Printed Name: _____

Title: _____

Federal Employer Identification Number (FEIN): _____

**PRINCIPLES OF SOCIAL RESPONSIBILITY
and
SOCIAL RESPONSIBILITY AFFIDAVIT INFORMATION**

I. Principles of Social Responsibility

A. As provided for in Section VIII. C. of the University System of Maryland Procurement Policies and Procedures, the University is required to make purchases from and award contracts to “responsible” contractors. The Procurement Officer may use certain factors, including but not limited to a satisfactory record of integrity and business ethics to determine if a bidder or offeror is responsible. The University has determined that a bidder or offeror’s record of integrity and business ethics includes a demonstrated commitment to providing goods and services in an ethical, and socially and environmentally responsible manner by compliance with all applicable:

- (1) Federal and state labor relations and employment laws;
- (2) Federal and state non-discrimination in employment laws;
- (3) State of Maryland Commercial Nondiscrimination laws;
- (4) State of Maryland, Minority Business Enterprise (“MBE”) laws; and,
- (5) Federal and state health, safety and environmental laws.

The above laws are referred to as “Social Responsibility Laws.” The bidder or offeror’s compliance with the above laws is referred to as “Social Responsibility.”

B. Each bidder or offeror shall complete a Social Responsibility Affidavit, in the form that follows, as part of a bid or proposal submitted to the Procurement Officer in response to any solicitation to furnish goods or services of any kind including, but not limited to architectural or engineering services; construction; construction related services; maintenance; consulting; information technology (hardware, software and services); equipment or other commodities.

C. The Procurement Officer shall consider information provided in the Social Responsibility Affidavit to determine if a bidder or offeror is responsible. A determination that a bidder or offeror is not responsible may be considered as the basis for eliminating that bidder or offeror from further consideration for a contract award.

D. After award, the University may terminate a contract for default if the bidder or offeror did not disclose the requested information; misrepresented relevant information to the Procurement Officer; or was subject to a final judgment of non-compliance with applicable Social Responsibility Laws post-award. In such cases, the University may also institute proceedings to debar the vendor from further State contracts, or pursue such other remedies as may be permitted by law or the contract.

SOCIAL RESPONSIBILITY AFFIDAVIT AND DISCLOSURE

A. The bidder or offeror agrees that if it is the subject of a final, non-appealable judgment with respect to compliance with applicable Social Responsibility Laws after the date of this affidavit, the bidder or offeror will 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 or proposes to take to correct the violation. If the contract has been awarded and performance has begun, the vendor shall continue performance until notified by the Procurement Officer of any contrary action to be taken.

B. CERTIFICATION OF COMPLIANCE WITH SOCIAL RESPONSIBILITY LAWS

I HEREBY AFFIRM THAT:

(1) There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for noncompliance with federal or state labor relations and other employment laws or regulations, including but not limited to the National Labor Relations Act, as amended; the Davis-Bacon Act, as amended; the Fair Labor Standards Act, as amended; the Maryland Living Wage law, State Finance and Procurement Article, §18-101 et seq., Annotated Code of Maryland; the Maryland Prevailing Wage law, State Finance and Procurement Article, §17-201 et seq., Annotated Code of Maryland; federal and state child labor laws; federal minimum wage laws and; the Family Medical Leave Act, except as follows (explain below or add additional sheets):

(2) There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for violation of federal or state non-discrimination in employment laws or regulations, including but not limited to laws prohibiting discrimination on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or disability unrelated in nature and except so as to reasonably preclude the performance of the employment, except as follows (explain below or add additional sheets):

(3) There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for violation of the State of Maryland Commercial Non-Discrimination Policy, State Finance and Procurement Article, §19-101 et seq., Annotated Code of Maryland, except as follows (explain below or add additional sheets):

ATTACHMENT D

(4) There have been no instances during the last five years of failure by the bidder or offeror to meet mutually agreed upon goals for minority business participation (MBE) on projects performed for the University or any other State of Maryland agency, or any other sanctions for MBE program non-compliance; or any final, non-appealable judgment of noncompliance with the State of Maryland Minority Business Participation law, State Finance and Procurement Article, § 14-308 et seq., Annotated Code of Maryland, except as follows (explain below or add additional sheets):

(5) There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for violation of federal or state health, safety or environmental laws or regulations, including but not limited to the U.S. Occupational Safety and Health Act standards; Maryland Occupational Health and Safety laws, State Labor and Employment Article, § 5-101 et seq., Annotated Code of Maryland, or the Federal Noise Control Act of 1972, except as follows (explain below or add additional sheets):

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)

ATTACHMENT E

CERTIFICATION REGARDING INVESTMENT ACTIVITIES IN IRAN

Ref: Maryland Board of Public Works Advisory Number 2013-1

1. The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:

(i) it is not identified on the list (see NOTE below) created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement Article; and

(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

Or;

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

Signature: _____

Date Signed: _____

Name of Authorized Representative

NOTE: List is available at:

www.bpw.state.md.us

Click On "Advisories"

Scroll Down to "2013-1"

Click On "IAI LIST"

Effective 3/2013

LOOSE FORMS PACKAGE - TECHNICAL

REQUEST FOR PROPOSAL

ON-CALL PROFESSIONAL MOVING SERVICES AT THE UNIVERSITY
OF MARYLAND COLLEGE PARK

RFP NO. 119367

MAJOR MILESTONE SCHEDULE

ON-CALL PROFESSIONAL MOVING SERVICES - UMCP

Proposal No. 119367

(Use additional pages if necessary)

Provide a brief, overall narrative description (developed in specific responses to this proposal) of the proposer's proposed approach to this project.

Identify project challenge(s), and proposed approach(es). Identify past project with similar challenges and their outcome.

KEYPERSONNEL FORM
ON-CALL PROFESSIONAL MOVING SERVICES - UMCP

Proposal No. 119367

PROPOSER: _____

1. PERSON'S NAME: _____

2. POSITION TO BE ASSIGNED: _____

3. EDUCATIONAL BACKGROUND: _____

Institution	Degree/Diploma/Certificates	Major (if any) Date of Degree

4. EMPLOYMENT HISTORY:

4.1 **CURRENT EMPLOYER'S NAME:** _____

DATES OF EMPLOYMENT: _____

Position Held	Duration by Date

4.2 **PRIOR EMPLOYER'S NAME:** _____

DATES OF EMPLOYMENT: _____

Position Held	Duration by Date

4.3 PRIOR EMPLOYER'S NAME: _____

DATES OF EMPLOYMENT: _____

Position Held	Duration by Date

5. SIMILAR PROJECT/CONTRACT EXPERIENCE :

5.1 PROJECT TITLE: _____

PROJECT DESCRIPTION: _____

VALUE OF PROJECT: _____

START AND COMPLETE DATES: _____

KEY PERSON'S ROLE ON THE PROJECT: _____

OWNER CONTACT PERSON: _____

TELEPHONE #: _____

OWNER (ORGANIZATION/COMPANY NAME): _____

5.2 PROJECT TITLE: _____

PROJECT DESCRIPTION: _____

\$VALUE OF PROJECT: _____

START AND COMPLETE DATES: _____

KEY PERSON'S ROLE ON THE PROJECT: _____

OWNER CONTACT PERSON: _____

TELEPHONE #: _____

OWNER (ORGANIZATION/COMPANY NAME): _____

6. ACHIEVEMENTS/OTHER NOTATIONS/REMARKS (NOT REQUIRED):

NOTE: ATTACH ADDITIONAL SHEETS AS NECESSARY. NOTE ANY ATTACHED SHEETS
IN REMARKS ABOVE.

COMPANY PROFILE

**ON-CALL PROFESSIONAL MOVING SERVICES
Proposal No. 119367**

Company Name: _____

Date of Incorporation: _____, State of Incorporation: _____

Type of work performed (check all that are applicable):

- | | | |
|---|--|---|
| <input type="checkbox"/> General Construction | <input type="checkbox"/> Mechanical | <input type="checkbox"/> Asbestos Removal |
| <input type="checkbox"/> Concrete | <input type="checkbox"/> Electrical | <input type="checkbox"/> I.H. Monitoring |
| <input type="checkbox"/> Demolition | <input type="checkbox"/> Construction Management | |
| <input type="checkbox"/> Other: _____ | | |

Number of years in business: _____

Number 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, other):

Name of principal(s) and title(s): _____

Brief history of company: _____

Total number of employees: _____

Number of field employees (excluding supervisory): _____

Number of field supervisory personnel: _____

Number of office personnel (excluding supervisory): _____

Number of office supervisory personnel: _____

Bonding Co.: _____ Bonding Capacity: _____

ANNUAL SALES VOLUME / NUMBER OF PROJECTS

ON-CALL PROFESSIONAL MOVING SERVICES

Proposal No. 119367

PROPOSER FIRM: _____

YEAR	SALES VOLUME	NUMBER OF PROJECTS COMPLETED	LARGEST PROJECT SIZE
	\$		\$
	\$		\$
	\$		\$
	\$		\$

CURRENT WORKLOAD

**ON-CALL PROFESSIONAL MOVING SERVICES
Proposal No. 119367**

PROPOSER: _____

Below find a list of the current projects on which our firm is committed, the dollar value of each, percentage completed and date of anticipated completion:

PROJECT NAME	DOLLAR VALUE	PERCENT COMPLETE	ANTICIPATED COMPLETION DATE

Based on this current workload, provide a description of the proposing firm's ability to accomplish the proposed services on this project within required time frame:
