



Request for Proposals  
RFP UB-25-BB-16  
*FOR*  
Maintenance and Repair of Building Access Control and  
Security Systems

ISSUE DATE: March 25, 2025

ISSUING OFFICE:

UNIVERSITY OF BALTIMORE  
Office of Procurement  
1420 N. Charles Street, Baltimore, MD 21201  
Beth Kirk, Director of Procurement Email: [bvukirk@ubalt.edu](mailto:bvukirk@ubalt.edu)

And

Blair Blankinship, Procurement Consultant  
Email: [bblankinship@ubalt.edu](mailto:bblankinship@ubalt.edu)

The Issuing Office is the sole point of contact for this task order procurement.

NOTICE: Prospective Proposers who have received this document from a source other than the Issuing Office are advised to contact the Issuing Office. The University does not take responsibility if any Prospective Proposer is not informed of communication issued under this RFP. It is the sole responsibility of any Prospective Proposer to visit the University's website for all documents relating to this RFP. Visit: <http://www.ubalt.edu/about-ub/offices-and-services/procurement/information-for-merchants/current-ub-solicitations.cfm>

**TABLE OF CONTENTS**

SECTION I. - GENERAL INFORMATION ..... 4

1.7 PRE-PROPOSAL CONFERENCE ..... 7

1.9. CLOSING DATE – Due Date for Proposals – subject to change ..... 8

1.14. CONTRACT TERM ..... 8

1.19. MBE Subcontract Participation Goal ..... 9

SECTION II. - STATEMENT OF WORK ..... 15

SECTION III. - Article 1. Submission and Technical Proposal Response Requirements ..... 23

SECTION III. - Article 2. Financial Proposal Response Requirements ..... 29

SECTION III. - Article 3 EVALUATION OF OFFERS ..... 31

SECTION III - Article 4: Price Proposals and Final Evaluation Process ..... 35

APPENDIX S: SOLICITATION TERMS AND CONDITIONS ..... 37

**APPENDICIES**

1. Acknowledgement of Receipt of Addenda Form (see Appendix A).
2. Bid Proposal Affidavit (see Appendix A)
3. Conflict of Interest Affidavit and Disclosure (see Appendix A).  
Complete and sign the Proposal Affidavit
4. Insurance - Provide a copy of a Certificate of Insurance verifying your firm's Coverage for Professional Liability, Commercial General Liability, Workmen's Compensation, Automobile Liability Insurance, and Professional Liability. (See RFP page 43)
5. Acknowledgement of Review of Contract Statement. (see Appendix A).
6. Contract Acceptance. Proposers are to include a statement that the University’s Contract terms and condition were reviewed and accepted. (see Appendix A).
7. Appendix B – Form for Price Proposal (see Appendix B).
8. Appendix C. -- University of Baltimore Confidentiality Agreement for UBalt Data Network and IT Systems (see Appendix C).
9. Minority Business Enterprises (MBE) forms and affidavits – (see Appendix M).

SOLICITATION SCHEDULE

In-Person Pre-Proposal Conference: April 3, 2025 at 3:00 PM

Last Day for Questions: April 11, 2025 at 4:00 PM

Technical Proposal Due Date: April 16, 2025 at 10:00 PM

Financial and Price Proposal: April 30, 2025 time TBD

Projected Date for Contractor(s) Selection Anticipated to be finalized: By May 15, 2025

Projected Date for Contract Commencement Anticipated to be: June 1, 2025

Note: Proposals are to be provided by the due date noted above. Proposals are to be submitted electronically to Issuing Office Contact/s noted in this RFP.

## SECTION I.

### GENERAL INFORMATION

#### 1.1 OBJECTIVE.

The University of Baltimore (the “University” or “UBalt”) is seeking the services of a qualified contractor to maintain, repair, provide life-cycle upgrades, and systems expansion as requested, for the **UBalt building access control management, campus camera surveillance, and security duress alarm systems**. The qualified contractor is to provide labor, materials, and rigging, to access and maintain the above systems; including preventative maintenance, system repairs, and system upgrades & expansion, on an annual contract basis as needed/requested by the University, per the specifications, pricing, terms and conditions of this RFP.

The work to be performed under this proposal shall be provided by fully trained and experienced professionals with appropriate license(s) and shall consist of all necessary supervision, insurance, testing, labor, equipment and materials to perform the work to the satisfaction of the University of Baltimore’s representative. The University reserves the right to purchase items, supplies and services not specifically listed in this RFP from the successful Contractor.

The University of Baltimore invites proposals from qualified vendors in response to this Request for Proposal (RFP) in accordance with the schedule of events, terms, conditions, and specifications attached.

The objective of this RFP is to select the offeror or offerors whose overall technical and financial proposal was evaluated as best meeting the needs of the University as set forth in the RFP. The Procurement Officer retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the Contractor that provides the best overall value to the University considering price and the evaluation factors in this RFP. The University may make multiple awards if it is deemed to be in the best interest of the University.

#### 1.2 OVERVIEW OF THE UNIVERSITY OF BALTIMORE.

Founded in 1925, The University of Baltimore is one of 12 institutions that comprise the University System of Maryland, the nation's 12th largest university system. The University of Baltimore offers career-focused graduate, doctoral and undergraduate programs and certificates in law, business, public affairs and the applied arts and sciences. Designed for working adults, UBalt academic programs are offered in flexible formats, including day, evening, weekend, in person, online and hybrid options. UBalt offers excellent teaching and a supportive community for graduate, professional and undergraduate students in an environment distinguished by outstanding student outcomes, academic research and public service, particularly in the Baltimore region. The University is organized into four schools/colleges, including the School of Law, the Merrick School of Business, the Yale Gordon College of Arts and Sciences, and the College of Public Affairs.

Our campus comprises 11 acres in the heart of midtown Baltimore near Penn Station. UBalt's campus includes eight main buildings plus structured parking totaling approximately 1 million square feet. In addition, UBalt owns ancillary buildings near campus and several small parking lots. UBalt is a non-residential campus as most of our students are older, working adults.

As the University prepares for its centennial in 2025, we strive to build upon our legacy and leverage our strengths to forge a bold future. UBalt's strategic goals, as described in UBalt's strategic plan are to position UBalt as the region's premier professional, career-focused university, strengthen student success, and achieve excellence in research, scholarship and creative activity.

In fall 2022, UBalt enrolled 3,288 students, including 1,919 graduate students (which includes our law school students), and 1,605 undergraduate students.

By design, UBalt serves a nontraditional population:

- The average age of our undergraduate students is 27
- Our overall student population is 57 percent minority.
- Our student population is evenly divided between full-time and part-time students
- The majority of our undergraduate students are first generation students and/or high financial need students as determined by the U.S. Department of Education

A map of the UBalt Campus is available at

<http://www.ubalt.edu/uploads/pdfs/campusmap.pdf>

For more information about UBalt, visit <http://www.ubalt.edu>

### 1.3 PRIMARY CONTACT FOR THIS PROCUREMENT:

Blair Blankinship, Procurement Consultant

[bblankinship@ubalt.edu](mailto:bblankinship@ubalt.edu)

The Issuing Office shall be the sole point of contact with the University for purposes of the preparation and submittal of proposals in response to this solicitation.

### 1.4 MINIMUM QUALIFICATIONS.

Firms must demonstrate the following qualifications, at a minimum, to be deemed eligible for award. Firms that do not include the required information that demonstrate the minimum qualifications shall not be considered for award. The University reserves the right to waive this requirement.

- The successful Contractor shall be regularly engaged in the installation of commercial access control and security systems and equipment like those specified herein and have a minimum of five years successful experience in the performance of work substantially as described herein. The Contractor shall have experience providing similar services for institutions of higher education.

- The contractor must possess all current licenses & manufacturer agreements required to conduct this particular business trade and furnish copies with their proposal. Failure to provide this information will result in a non-responsive bid.
- All work shall conform to NFPA 70 National Electric Code (NEC) for safe electrical design, installation, and inspection. All electrical wiring or low-voltage power sources must comply with NEC Class 2 requirements.
- The Contractor shall be a manufacturer's authorized installer/representative for the brand of equipment offered. Written certification must be submitted with their proposal.
  - Experience working with Higher Education Institutions
  - 5+ years' experience with Acre Feenics
  - 5+ years with Qognify Ocularis
  - 5+ years with Rapid Response or another similar monitoring systems

#### 1.5 QUESTIONS AND INQUIRIES.

All questions and inquiries regarding this procurement must be directed to the individual(s) referenced with the Issuing Office above. Questions must be submitted in writing via the link provided below. Inquiries will receive a written reply/confirmation, submitted inquiries that are not confirmed by the University or included in an Addendum prior to date responses will be provided may not have been received. It is the sole responsibility of potential proposers to ensure inquiries/questions are received. Only written communications relative to the procurement shall be considered. All Questions must be sent in MS Word format to the following link:

##### [Solicitation Questions](#)

All questions will be answered in writing, in the form of an addendum to the RFP. Both questions and answers will be distributed, without identification of the inquirer(s), to all prospective contractors who are on record with the Procurement Officer as having received this RFP. No oral communications from the project team can be relied upon for proposal purposes. Prospective Offerors are encouraged to check the University's webpage for Current Solicitations frequently to determine if and new information related to the procurement has been issued.

<http://www.ubalt.edu/about-ub/offices-and-services/procurement/information-for-merchants/current-ub-solicitations.cfm>

Should a Proposer find discrepancies in the specifications or contract provisions included in this solicitation, or should there be doubt as to the meaning or intent of any section or subsection herein, the Proposer should request clarification from the Procurement Officer. Failure to request a clarification prior to the due date will be a waiver of any claim by the Proposer for expenses made necessary by reason of later interpretation of the contract documents; Proposers will be bound to the University's interpretation.

Potential proposers are advised that the University reserves the right to use its best judgment in choosing to respond or not to respond to any questions received before or after the above stated cut-off date for questions. All questions and inquiries must be received by the date provided in the RFP or as updated via Addendum.

#### 1.6 RFP REVISIONS OR AMENDMENTS TO THIS RFP.

The University reserves the right to amend this solicitation at any time prior to the proposal due date. If it does become necessary to amend any part of this solicitation, the Procurement Official will furnish an amendment or addendum to all prospective Proposers listed by the University as having received a copy of the RFP. All amendments /addenda will be identified as such. If necessary, the proposal due date may be extended. Proposers are required to acknowledge the receipt of all amendments, addenda, and clarifications issued. (Reference Appendix A, provided under a separate cover)

#### 1.7 PRE-PROPOSAL CONFERENCE.

A Pre-Proposal Conference will be held in conjunction with the RFP. Attendance at the Pre-Proposal Conference is not mandatory.

The conference will be held in the H. Mebane Turner Learning Commons building, 1415 Maryland Avenue, Baltimore, "Town Hall" room 100 (use Gordon Plaza entrance) on **April 3, 2025 starting at 3:00 PM**. The conference will be followed by a tour of the several buildings.

A map of the UBalt Campus is available at <http://www.ubalt.edu/uploads/pdfs/campusmap.pdf>

If your firm is interested in attending the Pre-Proposal and site visit please click on the link provided to register by **April 1, 2025 at 4:00 PM EDT**, [Pre-Proposal Registration](#).

While attendance at the Pre-Proposal Conference and site visit is not mandatory, information presented may be highly informative; therefore, all interested proposers are encouraged to attend in order to be able to better prepare acceptable proposals. **Copies of the RFP will not be shared. Attendees are advised to bring a copy.**

Guests should park at the Fitzgerald Garage, 80 W. Oliver St., Baltimore MD 21201. Handicapped parking is available in a concentrated area on the first floor and on each level near the elevators.

**SPECIAL ACCESS:** Any attendees requiring special assistance in attending the Pre-Proposal Conference, should contact the Issuing Office within 5 business days prior to the Pre-Proposal Conference date.

#### 1.8 MODIFICATION OR WITHDRAWAL OF OFFER.

Proposals may be modified or withdrawn by written notice received at the Issuing Office before the proposal due date and time.

1.9 CLOSING DATE.

Technical Proposals must be submitted no later than **April 16, 2025 at 10:00 PM** or as amended via an Addendum. Proposals in MS Word, MS Excel, or Adobe .pdf digital format, as well as transactions, and communication, in specified format, are permitted for this procurement. Proposals must be sent to the issuing office by the date and time noted in this RFP or as amended via an addendum. **Attachments must not be zipped or compressed.** Proposals, amendments to proposals, or requests for withdrawal of proposals arriving after the closing date and time shall not be considered. The names of contractors will not be released until after award. At the University's sole discretion, the Solicitation Schedule may be modified.

1.10 NO PUBLIC OPENING OF PROPOSALS.

A public opening of technical and price proposals will not be held.

1.11 PUBLIC INFORMATION ACT NOTICE.

Contractors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.

Contractors must clearly identify each and every section that is deemed to be confidential, proprietary or a trade secret (it is NOT sufficient to preface your proposal with a statement that the entire content is proprietary, or to use a page header or footer that arbitrarily marks all pages as confidential). Any individual section of the proposal that is not labeled as confidential with an accompanying statement concerning the rationale for its claimed confidentiality shall be considered public information.

1.12 PROCUREMENT METHOD.

This solicitation shall be conducted in accordance with the provisions of the University System of Maryland's (USM) Procurement Policies and Procedures. Specifically, the procurement method employed shall be Competitive Sealed Proposals.

1.13 ECONOMY OF PREPARATION.

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the contractor's offer and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

1.14. CONTRACT TERM.

The initial Term of the Contract is anticipated to begin on the date the contract is signed by UBalt Director of Procurement, or a later date as directed by the University, and run for 12 months thereafter. The University reserves the unilateral right to renew the contract, at its sole discretion, for up to seven (7) additional, separately executable, 12-month periods. The Offeror is to provide pricing for the initial term and for renewal terms 1 through 3 on the Form for Price



Proposals. Prices for renewal terms 4 through 7 will be at then current prices as negotiated and agreed upon at later dates.

The University reserves the right to acquire goods and services not specifically identified in this RFP from the successful contractor during the term of the contract.

**1.14.1. MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS:**

If the Maryland General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either UBalt's rights or Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both Contractor and UBalt from future performance of the Contract, but not from their rights and obligations existing at the time of termination. Contractor shall be reimbursed for the reasonable value of any non recurring costs incurred but not amortized in the price of the Contract. UBalt shall notify Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

**1.15 PAYMENT SCHEDULE.**

Payments will be made monthly in arrears, on a net 30-day basis, unless a payment schedule was accepted and agreed to under the proposal and executed contracts. The fee is to be inclusive of all costs.

**1.16 CONTRACT ADMINISTRATION**

A system for contract administration shall be maintained to ensure contractor conformance with the terms, conditions and specification of the contract and to ensure adequate and timely follow up of all purchases. Propose appropriate method and period of evaluation of contractor performance and document, as appropriate, whether contractors have met the terms, conditions and specifications of the contract.

**1.17 CONFIDENTIALITY STATEMENT FOR CONTRACTORS.**

The successful Proposer will be required to sign the Confidentiality Statement for Contractors. See Appendix C (provided under a separate cover) for the contractual confidentiality obligations.

**1.18 ACCEPTANCE OF TERMS AND CONDITIONS.**

By submitting a Proposal, a Proposer shall be deemed to have accepted the terms, conditions, and requirements set forth in this RFP. The RFP including all addenda in total shall be incorporated into the Contract by reference. Any exceptions to the terms and conditions shall be submitted as specified in the Response Requirements section of this Solicitation. Contract exceptions not provided in the format required under this RFP may not be accepted nor be made part of any Contract, if awarded.

**1.19 MINORITY BUSINESS ENTERPRISES (MBE).**

An overall MBE subcontractor participation goal of 10% of the total contract dollar amount has been established for this procurement. See Appendix M for forms and affidavits.

There are no MBE subcontractor participation subgoals for this procurement.

Minority participation is important to UBalt and the State of Maryland. State-certified Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation notice. If not certified by the Maryland Department of Transportation (MDOT), MBEs are encouraged to initiate certification as soon as possible. For more information on the State's MBE program or questions related to certification, please contact MDOT's Office of Minority Business Enterprise/Equal Opportunity, telephone 800-544-6056 or view the MDOT website <http://www.mdot.state.md.us/mbe/index.html>.

1.19.1. Minority participation is important to UBalt and the State of Maryland. State-certified Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation notice. If not certified by the Maryland Department of Transportation (MDOT), MBEs are encouraged to initiate certification as soon as possible. For more information on the State's MBE program or questions related to certification, please contact MDOT's Office of Minority Business Enterprise/Equal Opportunity, telephone 800-544-6056 or view the MDOT website <http://www.mdot.state.md.us/mbe/index.html>.

1.19.2 Attachments D-1 to D-5

The following Minority Business Enterprise participation instructions, and forms are provided to assist Bidders/Offerors:

1. Attachment D-1A MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (must submit with Bid/Proposal)
2. Attachment D-1B Waiver Guidance Attachment
3. D-1C Good Faith Efforts Documentation to Support Waiver Request Attachment
4. D-2 Outreach Efforts Compliance Statement Attachment
5. D-3 MBE Subcontractor Project Participation Certification Attachment
6. D-4 A Prime Contractor Paid/Unpaid MBE Invoice Report Attachment D-4B MBE Prime Contractor Report Attachment
7. D-5 Subcontractor/Contractor Unpaid MBE Invoice Report

1.19.3 A Bidder/Offeror shall include with its Bid/Proposal a completed MBE Utilization and Fair Solicitation Affidavit (Attachment D-1A) whereby:

(a) The Bidder/Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and

(b) The Bidder/Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Bid/Proposal submission. The Bidder/Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.

- (c) A Bidder/Offeror requesting a waiver should review Attachment D-1B (Waiver Guidance) and D-1C (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.

If a Bidder/Offeror fails to submit a completed Attachment D-1A with the Bid/Proposal as required, the Procurement Officer shall determine that the Bid is non-responsive or the Proposal is not reasonably susceptible of being selected for award.

1.19.4 Bidders/Offerors are responsible for verifying that each of the MBE(s) (including any MBE primes and/or MBE primes participating in a joint venture), selected to meet the goal and any subgoals and subsequently identified in Attachment D-1A is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.

1.19.5 Within ten (10) Working Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Bidder/Offeror must provide the following documentation to the Procurement Officer.

- (a) Outreach Efforts Compliance Statement (Attachment D-2).
- (b) MBE Prime/Subcontractor Project Participation Certification (Attachment D 3A/3B).
- (c) If the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.
- (d) Any other documentation required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.

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

1.19.6 A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342.

The directory is also available on the MDOT website at <http://mbe.mdot.state.md.us/directory/>. The most current and up-to-date information on MBEs is available via this website. Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.

1.19.7 The Contractor, **once awarded a Contract**, will be responsible for submitting or requiring its subcontractor(s) to submit the following forms to provide the State with ongoing monitoring of MBE Participation:

- (a) Attachment D-4A (Prime Contractor Paid/Unpaid MBE Invoice Report).

(b) Attachment D- 4B (MBE Prime Contractor Report)

(c) Attachment D-5 (MBE Subcontractor/Contractor Unpaid MBE Invoice Report).

1.19.8 A Bidder/Offeror that requested a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (Attachment D-1C) and all documentation within ten (10) Working Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in COMAR 21.11.03.11.

1.19.9 All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (Attachment D-1A), completed and submitted by the Bidder/Offeror in connection with its certified MBE participation commitment shall be considered a part of the resulting Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Bid/Proposal for order of precedence purposes (see Contract – Attachment A, Section 51).

1.19.10 The Bidder/Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not comply in good faith with the requirements of the MBE Program and MBE contract provisions. The parties further acknowledge and agree that the damages the State might reasonably anticipate to accrue as a result of such lack of compliance are difficult to ascertain with precision. Therefore, upon issuance of a written determination by the State that the Contractor failed to comply in good faith with one or more of the specified MBE Program requirements or contract provisions, the Contractor shall pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

**A. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$25.00 per day until the monthly report is submitted as required.**

B. Failure to include in its agreements with MBE subcontractors a provision

Page 2 of 2

requiring submission of payment reports in full compliance with COMAR

21.11.03.13B (4): **\$100.00** per MBE subcontractor.

C. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for the specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.

D. Failure to meet the Contractor's total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE Participation Schedule and the MBE participation actually achieved.

E. Failure to promptly pay all undisputed amounts to a subcontractor in full compliance with the prompt payment provisions of the Contract \$25 subcontractor is paid per day until the undisputed amount due to the Notwithstanding the use of liquidated damages, the State reserves the right to terminate the contract and exercise all other rights and remedies provided in the Contract or by law

1.19.11 As set forth in COMAR 21.11.03.12-1(D) when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation sub-goals, if any, established for the contract.

In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule (Attachment D-1A) and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the sub-goals, the MBE prime must also identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule (Attachment D-1A)) used to meet those goals. If dually-certified, the MBE prime can be designated as only one of the MBE classifications but can self-perform up to 100% of the stated sub-goal.

As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract.

1.19.12 With respect to Contract administration, the Contractor shall:

- (a) Submit by the 10th of each month to the Agency's designated representative:
  - i. A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment D-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
  - ii. (If Applicable) An MBE Prime Contractor Report (Attachment D-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.

- (b) Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit by the 10th of each month to the Department's designated representative an MBE Subcontractor Paid/Unpaid Invoice Report (Attachment D-5) that

identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding 30 days, as well as any outstanding invoices, and the amounts of those invoices.

(c) Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.

(d) Consent to provide such documentation as reasonably requested and to provide right-of entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.

(e) Upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE

#### 1.20 SUBMISSION IS AN OFFER

The Technical Proposal and/or Price Proposal, either individually or collectively, is considered by UBalt to be an Offer.

#### 1.21 ALTERNATE SOLUTION PROPOSALS.

A proposer may not submit an alternate solution to the approach depicted in the RFP.

#### 1.22 MULTIPLE PROPOSALS.

A proposer may only submit one proposal.

### **END OF SECTION I**

## SECTION II.

### STATEMENT OF WORK

#### 2.1. Objective

##### **Existing Hardware and Infrastructure**

The University currently uses the Acre Feenics Access Control Systems, Qognify Ocularis VMS platform to support our IP cameras, and enabling High Definition Interactive Streaming and recording of HD video streams, and Inovonics Duress Buttons for building access control and security.

The University is seeking a qualified contractor (See **Contractor Qualifications**) to maintain, repair the existing access control and security systems and install new equipment as needed. It is the University's intention to maintain the existing systems (Acre Feenics/Qognify Ocularis/Inovonics Duress Buttons). The University is not seeking proposals to alter the basis of design or manufacturers of the current base systems (Acre Feenics/Qognify Ocularis/Inovonics Duress Buttons) and their supporting infrastructure.

Maintenance and repair work must comply with the specifications and terms of this RFP, or as determined by the University at a later date.

##### **Background**

#### 2.2. Campus Buildings

There are a total of ten (10) campus buildings totaling over 900,000 gross square feet that require active security management and one (1) campus garage requiring surveillance monitoring. Access to the garage is controlled by gates operating on a separate system, see Exhibit A, Building Access Locations and Inventory

See a map of the UBalt Campus at <http://www.ubalt.edu/uploads/pdfs/campusmap.pdf>

The University reserves the right to add or delete buildings, change the status of buildings as needs dictate, change inventory per Exhibit A. Any changes in the number, size, configuration or status of the buildings will result in an equitable adjustment for pricing as necessary.

#### 2.3. UNIVERSITY NETWORK SUPPORT

The University's wired data network services approximately 1200 data ports throughout the campus. Switched 100Mbps and 1000Mbps ethernet service is provided to all user data ports.

The University maintains an 802.11a/b/g/n wireless network, which provides WLAN services to 80% of occupied university spaces, including the outdoor plaza area.

95% of the buildings owned by the University are interconnected physically using University-owned, multi-strand, multi and single-mode, fiber optic cables. University buildings are provided

with network services via one or more ethernet connections running over the fiber optic cabling infrastructure. Intrabuilding cabling infrastructures vary. All provide at least Cat-5+ copper horizontal runs, with various copper and fiber riser systems. Closet space is generally very tight and approval from both University Plant Operations and Office of Technology Services (OTS) is required before mounting equipment.

## **2.4. SCOPE OF WORK**

The awarded Contractor shall furnish all supplies, materials, labor, supervision, tools, rigging and support equipment necessary to perform contractual maintenance, UBalt authorized repairs, and service as specified and provide new installations under life-cycle renewal or service expansion in support of the campus Access Control System.

These systems include door access control and monitoring, security camera network, duress buttons, asset management and visitor management. The type of systems includes, but may not be limited to:

- Acre Feenics Access Control
- Qognify Ocularis Camera software
- Inovonics Duress Buttons (interlinked with 3<sup>rd</sup> party monitoring - Rapid Response)
  - Provide 3<sup>rd</sup> party monitoring of duress buttons.
- Diagnostic assessment of reporting points and sensor control signals
- All hardware installations
- Recommend system upgrades due to technological advances (legacy products) or system life-cycles.

### **A. Monthly Preventative Maintenance.**

Contractor's shall visit the campus once a month, every month to perform preventive maintenance services and minor repairs that can be completed during the Contractor's monthly visit. It is anticipated that the preventative maintenance visit will require not less than 8 hours to complete (subject to change)

- Preventive maintenance includes but are not limited to; updating, testing, cleaning, calibrating, adjusting focusing and replacing batteries and equipment for the following :
  - Cameras
  - Door sensors
  - Reader hardware
  - Panel and hardware
  - Duress alarm sensor
  - Readers
  - Standard door hardware
  - Feenics software
  - Ocularis software
  - Duress button Rapid Response or approved Monitoring System
  - Airphone



- Duress button and software
  - Wireless airphones and wireless accessibility buttons.
- 
- Technician will log into the Access Control System **weekly** to verify that the system is at optimal performance
  - Routine visits semi annually for routine maintenance on Cameras, Access Control, Intrusion Detection, and Intercom systems
  - A written and approved annual preventive maintenance plan
  - Perform routine software maintenance and updates as required and timely
  - Perform campus locksmith services, including, but not limited to; replace/repair/install lock hardware and keys
  - Install of new and replacement equipment, including but not limited to readers, boards and sensors.
  - Provide a monthly updated service report documentation to include the project name, which will display hours worked, work performed, and remaining hours.
  - Dedicated Representative assigned to University of Baltimore, per the Contractor's Proposal. Changes to the Representative must be approved by the University. The University may request Representative or Technician change without having to provide an explanation or reason.
  - Provide a copy of all product warranties and licenses

Inform UBalt of any of technology trends that may improve or impact the Services.

- Maintain a record log of all systems changes, including new additions with model and date of equipment installation, provide monthly log upon the University's request
- Provide a monthly alarm log to include building, equipment, alarm type and space for corrective actions taken.
- Upon UBalt's request, the Technician will respond to requests for access within 24 hours of receiving a request from the UBalt Project Manager. Contractor's shall assist with the management of Occularis and Feenics account management, for example creating user accounts and permission changes.
- All visits must be scheduled and coordinated with the university monthly by email. The successful Contractor must have capacity to access the system remotely (UBalt Office of Technology Services to provide security access) and respond to requests.

Note:

- Software updates are to be performed without disruption of services and done as many times as needed to ensure the system is operating correctly.
- Battery replacements for panic buttons, airphones and accessibility buttons, physical cameras, and reader flashings may be completed semi-annually.

**B. Academic Center and Business Center Project.**

- Adding additional readers to the interior and exterior of the building in areas where Ubalt and BCC would occupy the same space.
- Work with and the locksmith and hardware to retrofit or replace door hardware to accept access controls that match the rest of campus.
- Add internal and external security cameras to aid in surveillance of areas retained by UBalt.
- Additional programming of Feenics and Ocularis to meet additional hardware needs.

**C. Administrative Duties:**

**The Contractor may provide other services as needed, including:**

- **Administrative Duties:** Includes adding, modifying, deleting cardholders access levels, adding, modifying, deleting access levels in general, or any other requested program changes.

**D. TRAINING:**

- As needed and requested by UBalt, the Provide for up to 24 hours (per renewal year) of site-specific training for University employees. Training date and time shall be approved by the University.
  - Training shall be a combination of field and classroom work. Computer related training shall be performed on University owned devices. Such training may include a survey and review of current campus equipment to include
    - readers,
    - IT closet panels,
    - panic buttons,
    - cameras
    - and any additional security/access control hardware
  - Training may also include the Feenics, Ocularis system and any additional security related software.

**E. PARTS & MATERIALS , AND LICENSES**

All parts & materials must be new and meeting manufacturer original equipment parts (OEM) specifications to interact, conform, and function with existing infrastructure and supported manufactures.

- Parts and material pricing shall be at fixed cost for duration of contract capped at acquisition cost plus 15% profit markup.

- Parts and materials shall be warranty from defects for a period of two (2) years from time installed.
- The University shall retain the right to require the Contractor to provide copies of invoices from its suppliers in order for the University to audit and ensure conformance of these terms (15% mark-up on acquisition cost).
- Provide a copy of all product licenses or special agreements.
- Licenses, may include but are not limited to:
  - Ocularis - camera licenses
  - Rapid Response- Panic buttons
  - Feenics - reader licenses
  - Feenics - Key Locker

#### **F. LABOR REQUIREMENTS & WORKING HOURS**

- Regular time (Regular Hours also called Straight Time) will be defined as 7:00 AM – 5:00 PM, Monday through Friday, excluding holidays. Overtime (also called off-hour) is defined as days and times other than Regular time (as specified above).
- University of Baltimore Facilities hours of operation are defined as follows:
  - Sunday – Saturday, 7 days per week, excluding holidays, 7:00 AM to 11:00 PM
  - Emergency repairs - As necessary 24 hours
- **Emergency repairs** - As necessary 24 hours a day, 365 days a year, to keep facilities functional. The contractor shall have resources to respond onsite within two (2) hours of notification during normal business hours (Day Shift) and within four (4) hours of notification for off-hours/holidays from time of notification. Examples of emergency repairs may include:
  - Failed Door Hardware
  - Failed Panels
  - Failed Readers
  - Failed Cameras
  - Failed Duress buttons
  - Feenics Software outages or errors
  - Oculars Software outages or errors
  - Software trouble shooting
  - Rapid Response (or approved monitoring system) Duress Button communications

#### **G. CONTRACTOR STAFFING**

Scheduled service visits that occur during holidays and University breaks shall be rescheduled with Facilities Management. Weekly shifts missed shall be rescheduled at a mutually agreed day within a 30-day period.

**H. CONTRACTUAL SERVICES AND SUB-CONTRACTED WORK:**

From time to time the university may request that the Contractor sub-contractor certain services (for example, locksmith services) or the Contractor may require sub-contractual services for labor outside their expertise in providing a repair service. All subcontracted vendors shall be approved by UBalt prior to the start of work and shall provide their hourly rates for services. The contractor shall mark-up at a maximum, 15% (cap) for subcontractor labor and materials at invoiced cost to the contractor.

It is anticipated that the Contractor will perform the work under the contract that results from this solicitation. All subcontract work must be approved, in writing, in advance by the University.

- Except as explicitly set forth in this Contract, Contractor may not subcontract any portion of the Services provided under this Contract without obtaining the prior written approval of UBalt, nor may Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of UBalt. Such written approval will be in the form of a modification to this Contract. UBalt shall not be responsible for the fulfillment of Contractor's obligations to subcontractors. Any such subcontract shall be subject to any supplemental terms and conditions, in addition to the terms and condition herein, that UBalt deems necessary to protect its interests. Contractor shall remain responsible for performance of all Services under this Contract, and shall be subject to liability to UBalt for acts and omissions of subcontractors.
- Neither party may assign this Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Contractor may assign this Contract to any parent, subsidiary, affiliate or purchaser of all or substantially all its assets, or via a merger, with notice to UBalt.
- Contractor may not designate a third party to receive payment without UBalt's prior written consent unless in conflict with Maryland or federal law, but shall provide UBalt with written notification thereof.
- Notwithstanding any review, approval, acceptance, or payment for the Services by UBalt, the Contractor shall be responsible for professional and technical accuracy of the Work furnished by the Contractor under this Contract.
- The Contractor shall perform the Work as described in the RFP and resulting Contract. Work shall be performed in accordance with the schedule to be developed by the University in consultation with the successful contractor. Such schedule will be incorporated into the Contract via Contract Amendments as necessary. The Contractor shall perform the Work as expeditiously as is consistent with good professional skill and care and the orderly progress of the Work.

**I. CONTRACTOR QUALIFICATIONS:**

The successful Contractor shall be regularly engaged in the installation of commercial access control and security systems and equipment like those specified herein and have a minimum of

five years successful experience in the performance of work substantially as described herein. The Contractor shall have experience providing similar services for institutions of higher education.

- The contractor must possess all current licenses & manufacturer agreements required to conduct this particular business trade and furnish copies with their proposal. Failure to provide this information will result in a non-responsive bid.
- All work shall conform to NFPA 70 National Electric Code (NEC) for safe electrical design, installation, and inspection. All electrical wiring or low-voltage power sources must comply with NEC Class 2 requirements.
- The Contractor shall be a manufacturer's authorized installer/representative for the brand of equipment offered. Written certification must be submitted with their proposal.
  - Experience working with Higher Education Institutions
  - 5+ years' experience with Acre Feenics
  - 5+ years with Qognify Ocularis
  - 5+ years with Rapid Response monitoring systems

**J.                   TECHNICIAN**

The Contractor's personnel shall be employees of the contractor, who can communicate with University personnel in English, available to service this contract. For each individual listed, provide resume to include level of experience, i.e., technicians and helpers; certification and/or license. The Contractor will be required to maintain the list current throughout the life of the contract, and to supply a copy of the list to the University annually and upon request.

- Technician shall have minimum 5 years' experience working with building access control systems and camera surveillance systems.
  - Technician shall be capable and skilled in working with low voltage systems and wiring.
  - Must have experience installing commercial video surveillance
  - Must understand & know field device communication for data transmission protocols
- Technician Helper shall have minimum 1 year experience and must be accompanied and working under direct supervision of onsite Technician at all times.
- Shall have direct experience with Acre Feenics, Qognify Ocularis, and other major vendor systems.

**K.                   ACCOUNT MANAGER**

The Contractor shall provide at least one designated account manager and a technical support personnel for this contract. The Contractor shall provide contact information for normal business hours and off hours support. In addition, the Contractor shall provide backup contacts and their contact information.

**L. REPORTING AND DELIVERY REQUIREMENTS - DELIVERABLES**

The contractor must prepare reports of the status of all readers, cameras and duress buttons and door alarms/monitors after each visit to the UBalt campus.

- A complete record of the version of the system in use
- A record of hardware and software updates and changes made to the system, including upgraded graphics.
- A record of all installed hardware to include model and date of equipment installation
- A record of individuals granted access to the system and the level of access granted (user, maintainer, expert) and other details of system security.
- Back-up data with changes monthly
- Service reports & supporting documentation for site visits.
- Create historic trends & on-demand trends.
- Create daily alarm log to include building, equipment, alarm type and space for corrective actions taken.

**M. Contractor and Sub-Contractor Confidentiality Affidavit**

Contractor personnel and any sub-contractor that requires access to University of Baltimore Information Technology Systems, including the UBalt network, UBalt access control systems, surveillance cameras, and/or other sensitive IT system will be required to sign the Confidentiality Affidavit in Appendix A.

**END OF SECTION II**

### SECTION III.

#### Article 1. Submission and Technical Proposal Response Requirements

##### 1.1. SUBMISSION.

Proposals are to be provided to the Issuing Office in accordance with the Solicitation Schedule. Submit Proposals using the following [Team Dynamix link Proposal Submission](#).

Proposal documents are to be submitted as an attachment in MS Word, MS Excel or Adobe .pdf format (**no zipped files**). Hyperlinks to software products sent to the Issuing Office that indicate that the Proposal is posted by the Proposer on an electronic site may be rejected or considered non-responsive if contract terms and conditions (i.e., a Click-Through Agreement) are required to be accepted by the University in order to download the Proposal. By providing the Proposal to the University electronically, the Proposer grants the University the unlimited right to generate additional electronic and/or paper copies for distribution for the purposes of review, evaluation and archive.

The University may deem a submission non-responsive if received after the due date and time. The date and time of the submission is time stamped by the Team Dynamix link portal and shall be the official date and time of submission to Procurement.

#### **Proposers are to:**

Submit one document titled: "FIRM NAME \_ TECHNICAL PROPOSAL"

##### 1.2 INITIAL TECHNICAL CRITERIA.

Clear, concise, yet detailed responses to the technical criteria below are to be provided in the Technical Proposal. In addition, the Bid/Proposal Affidavit and Acknowledgement of Receipt of Addenda (if applicable) must be included. Standard sales material may be provided, but must be attached as an appendix rather than included within the body of the Proposal.

Proposers must organize their proposal in the same order as the requirements listed in the RFP. Each requirement must be addressed in the proposal, and that response should be enumerated with the same section numbers listed in the RFP Requirement.

The following information must be furnished in the Technical Proposal per this solicitation. Failure to include any of the items listed below may disqualify your firm's response. Proposers are requested to compile their Proposals in the same order. It is the Proposer's responsibility to tailor its response to demonstrate its qualifications to perform the scope of work specifically for the University of Baltimore.

### 1.3 TECHNICAL RESPONSE REQUIREMENTS.

Proposals that concisely present the information requested in the order and manner requested will be considered more favorably than a Proposal from a Proposer of commensurate qualifications that displays a lack of organization, conciseness, or attention to detail. The Proposal should be divided and organized in clearly defined sections, referencing the sections/response requirements provided below:

#### 1.3.1 Section 1: Transmittal Letter

A transmittal letter on the Firm's business stationery referencing the proposal title and number. The transmittal letter shall be signed by an individual who is authorized to bind the firm to all statements, including services and financial statements, contained in the Proposal, must accompany the Technical Proposal. The letter should be an executive summary that clearly and concisely summarizes the content of the Technical Proposal. Include the Proposer's official business address and state in which it is incorporated or organized (if Proposer is not an individual). An appropriate contact name, title, phone number, and email address should also be provided for use by the University during the procurement process. Do not include price information in the transmittal letter.

**Signing of Forms:** A Proposal, if submitted by an individual, shall be signed by the individual. If submitted by a partnership, a Proposal shall be signed by such member(s) of the partnership with authority to bind the partnership. If submitted by a corporation, a Proposal 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 a board resolution or that portion of the by-laws, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

#### 1.3.2 Section 2: Table of Contents

Include a Table of Contents displaying the organization of the proposal being submitted.

#### 1.3.3 Section 3: Company/Firm Profile – use the form in Appendix A

Organizational Chart: An organizational chart of the respondent's team is to be submitted, including:

Company Profile (Form provided, see Appendix A): The respondent shall submit a general company profile of each firm on its team. Information provided should include, but not be limited to, number of years in business, principals of the firm, and number of employees (and their roles), etc.

#### 1.3.4 Section 4: Past or Current Building Access Control and Security Experience

List and individually describe three (3) past Building Access Control and Security projects/Clients that have been completed, or have been in progress for 24 months or more, and best illustrate the firm's qualifications. Respondents should include projects where the key individuals who were directly responsible for and directly assigned to the past projects are also



similarly assigned to this project. Respondents shall provide examples of relevant projects of similar size and scope to this RFP that have been successfully completed or are currently a client.

Respondents shall provide the following information for each of the three projects:

1. Client name, address, point of contact, phone number and email address (the point of contact should be a person who was directly responsible for the project); (this information shall be used for client references)
2. Project start and completion date.
3. Key personnel within the firm responsible for the project along with a description of their roles during the project;
4. A short description of the Building Access Control and Security services, and describe the Clients' mission and vision.
5. Include the systems and equipment used for each client.

The contractor's submission must demonstrate your firm has a minimum of five years successful experience in the Building Access Control and Security services and higher education experience

**1.3.5 Section 5: Key Personnel: Account Manager and Technician Team** (Form provided, see Appendix A).

Submit the Key Personnel Form. The proposing firm must provide the Key Personnel form for each personnel that will provide services to UBalt. These are individuals with whom the University would be directly working with, should the respondent be selected; that is, the people the University will see on a regular basis and who will attend planning and progress meetings, perform services and answer our calls.

Personnel Commitment: By submitting the names of these key personnel for consideration, the Proposer is committing these people to the University for the Project's duration if awarded the contract. No personnel changes will be permitted without written authorization from the University prior to such changes or assignments occurring via a contract modification issued by the Procurement Officer.

In the event that circumstances necessitate the addition or substitution of staff for any of the key personnel positions designated, the individual(s) proposed must demonstrate similar qualifications, experience, and documentation as required in this RFP to successfully perform such duties, and sufficient information to demonstrate that the proposed individual(s) meets or exceeds the qualifications of the Key Personnel to be replaced. The Procurement Officer shall have the sole right to determine whether key personnel proposed as substitutes qualify.

**1.3.6. REFERENCES** (Form provided, see Appendix A).

Contractors must provide not less than three references. Cited references must be able to confirm, without reservation, the contractor's ability to perform as mandated in this solicitation. The contractor must use those references to support its proposal's viability. References from contracts with other institutions of higher education will receive higher ratings in the evaluation. Reference information must include, at a minimum,

- Name and address of the reference firm,
- name of the contact person the University may contact,
- telephone number for contract person,
- e-mail address for contact person

References should be from firms that are at least the size of the University of Baltimore. References for other institutions of higher education are desirable.

The University reserves the right to take any or all of the following actions: to reject a proposal based on an unsatisfactory reference, to contact any person or persons associated with the referenced site, to request additional references or contact any known organization using the services supplied by the contractor or the contractor's subcontractors, to contact independent consulting firms for additional information about the contractor or the contractor's subcontractors, and to have members of the Evaluation Committee visit any or all of the reference sites for demonstrations.

#### 1.3.7. Licenses and Authorized installer/representative for the following brands:

- The contractor must possess all current licenses & manufacturer agreements required to conduct this particular business trade/services described in this RFP. Provide copies of the licenses and agreements that demonstrate your firm's ability to meet this requirement.
- Provide proof your firm is an authorized installer and representative the three minimum brands listed below, your firm may also include additional brands your firm is an authorized install representative.
  - 5+ years' experience with Acre Feenics
  - 5+ years with Qognify Ocularis
  - 5+ years with Rapid Response monitoring systems or another similar system

#### 1.3.8 **ADD OPTIONS**

The University is seeking additional services that may be performed at the University's sole discretion. Your firm's response to this section shall include 6 separate "proposals" that explain how your firm will approach each Add Option listed below.

The Add Options may be purchased by the University based on need and funding availability. The University may be able to purchase some or all of the Add Options, but makes no guarantee to purchase any of them. Add Options may be purchased during the initial contract term or during any subsequent renewal term at then current prices.

Note: Pricing will be provided separately.

Software

- Add Option 1. It is the University's understanding that Occularis was purchased by Quagnfy. Explain how your firm shall perform the upgrade / replace the Occularis software.
- Add Option 2. Explain how your firm move the cameras to Feenics, which would also allow for cloud instead of server base storage.
- Add Option 3. Propose a *Campus Text Alert System* for security threats and explain how this will be deployed or initiated given our current system.

Hardware

- Add Option 4. Explain how your firm will upgrade panic buttons over the next 5 years.
- Add Option 5. Explain how your form will replace surveillance cameras on a scheduled basis replacing the oldest or weakest first, and replacing most cameras over a five year period. Also, provide a schedule/timeline.
- Add Option 6. Explain how your firm will replace the door sensors on a scheduled basis replacing the oldest or weakest first (especially the Law Center), and replacing most door sensors over a five year period. Also, provide a schedule/timeline.

1.3.9 Contract Acceptance.

Proposers are to include a statement that the University's Contract terms and condition were reviewed and accepted. Any exceptions to the Contract or terms and conditions are to be addressed and provided in this section of the Proposer's proposal/submission.

1.3.10 **Section 6: Other Requirements and Forms**

1. Acknowledgement of Receipt of Addenda Form (see Appendix A).

If any addenda to the RFP documents are issued prior to the due date and time for Proposals, this form must be completed, signed, and included in the Proposer's Technical Proposal.

2. Bid Proposal Affidavit (see Appendix A).

Complete and sign the Proposal Affidavit and enclose with the Technical Proposal.

3. Conflict of Interest Affidavit and Disclosure (see Appendix A).

Complete and sign the Proposal Affidavit

4. Insurance. – See page 43

Provide a copy of a Certificate of Insurance verifying your firm's Coverage for Professional Liability, Commercial General Liability, Workmen's Compensation, Automobile Liability Insurance, and Professional Liability.

5. Acknowledgement of Review of Contract Statement. – Appendix A

The University Contract for this Procurement will contain the provisions in Appendix C as well as any additional terms required by the University. By submitting a Proposal, the Proposer warrants that they have reviewed Appendix C and will execute a contract: a) in substantially the same form; and b) with these terms and conditions. The University will issue a purchase order in its financial system for accounting purposes only.

7. University of Baltimore Confidentiality Agreement for UBalt Data Network and IT Systems – Appendix A

Sign the Agreement and include it with the Technical Proposal.

### SECTION III.

#### Article 2. Financial Proposal Response Requirements

##### ONLY INVITED FIRMS

##### 2.0 Financial/Price Proposal

##### 2.1 SUBMISSION.

Proposals are to be provided to the Issuing Office in accordance with the Solicitation Schedule. Submit Proposals using the following [Team Dynamix link Proposal Submission](#).

Proposal documents are to be submitted as an attachment in MS Excel or Adobe .pdf format (no zipped files). Hyperlinks to software products sent to the Issuing Office that indicate that the Proposal is posted by the Proposer on an electronic site may be rejected or considered non-responsive if contract terms and conditions (i.e., a Click-Through Agreement) are required to be accepted by the University in order to download the Proposal. By providing the Proposal to the University electronically, the Proposer grants the University the unlimited right to generate additional electronic and/or paper copies for distribution for the purposes of review, evaluation and archive.

The University may deem a submission non-responsive if received after the due date and time. The date and time of the submission is time stamped by the Team Dynamix link portal and shall be the official date and time of submission to Procurement.

Proposers are to:

**Submit one Excel or .pdf document titled: “FIRM NAME\_FINANCIAL PROPOSAL”**

2.2 Financial/Price Proposals. *See Appendix B for the Pricing Form*

**Proposers must complete and submit the Price Proposal Forms included in Appendix B.**

Each price form shall include:

- Hourly rates for routine monthly service
- Hourly rates for non-routine service at straight time
- Hourly rates for non-routine service at over-time rates
- Hourly rates for emergency response service
- Additional Fees:
- Administrative Duties
- Academic and Business Centers – Fee
- Add Option Fees (6 separate fees)
- Training Fee (24 hours)

- Licenses
- Other Fees not listed.

The Price Proposal Forms must be signed by an individual authorized to bind the contractor and must include the contractor's name, typed or written legibly.

## SECTION III

### EVALUATION PROCESS

#### Article 3: Initial Technical Evaluation and Selection Process

##### 3.1 Evaluation Committee

All Proposals received by the closing deadline will be evaluated. The Procurement Officer shall establish an Evaluation Committee to review and rate the proposals. The Committee may request additional technical assistance from any source within the State.

##### 3.2 Classification of Proposals

The Procurement Official shall review each proposal for compliance with all necessary specifications and requirements of this RFP. Failure to comply with any specification or requirement will normally disqualify a firm's proposal. The term, "qualified firm" includes only those responsible firms that submitted proposals initially classified by the Procurement Officer as reasonably susceptible of being selected for award. The term does not include those firms that submitted proposals not reasonably susceptible of being selected for award or that are not deemed responsible.

The Procurement Officer shall have the sole authority to determine whether any deviation from the requirements of this RFP is substantial in nature. The Procurement Officer may waive or permit to be cured minor irregularities in a proposal, which are immaterial or inconsequential in nature whenever it is determined to be in the University's best interest.

##### 3.3 Evaluation and Recommendation

The evaluation shall be based on the evaluation factors set forth in the RFP. Technical proposals and Financial Proposals shall be evaluated independently of each other. Firms are advised that for purposes of evaluation, **technical merit is of greater importance than financial merit**. Based on its evaluation of the technical and financial proposals, the Evaluation Committee will make a recommendation to the procurement officer for the award of the contract to the responsible offeror whose proposal is determined to be the most advantageous to the University, considering both technical and financial factors as set forth in the RFP.

##### 3.4 Technical Evaluation Criteria

The evaluation of proposals will be made from the criteria as listed below. The criteria for the proposal evaluation are listed below in descending order of importance. See Section III of the RFP for submission of information required in Firm's proposals. **Technical considerations are of greater importance than the financial considerations.**

### 3.5. EVALUATION OF OFFERS

Technical proposals and price proposals are to be submitted not later than the proposal due date and time listed on page 1 of this RFP. The University System of Maryland requires that technical and price proposals must be evaluated independently. Therefore, Technical Proposals and Price Proposals **must be submitted in separate documents** (i.e. **as separate .pdf files**). Late proposals (technical and / or price) may be rejected.

#### 3.5.1. Technical Evaluation of Offers

Following the Procurement Officer's qualifying review, the Committee shall conduct its evaluation of the technical merit of the Proposals in accordance with the Evaluation Criteria listed below. Minor irregularities contained in Proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the University's best interest.

The Committee shall conduct its evaluation of the technical merit of the proposals in accordance with the requirements and criteria in this RFP. A Proposer must satisfy and explicitly respond to ALL the specifications and requirements, including a detailed explanation of how each item is to be met. The evaluation committee will rank each qualified proposal on technical merit.

**The criteria that will be used by the committee for the technical evaluation of proposals for this procurement are listed below in descending order of relative importance:**

- **Contractor's Qualifications, Experience and licenses**
- **Contractor's Team and Personnel**
- **Contractor's Add Options**

### 3.6. Interviews/Oral Presentations/Discussion Sessions.

#### 3.6.1. Purpose.

Based on the Evaluation Committee's Initial Technical Evaluation, the University may invite, without cost to itself, the shortlisted Proposers to an oral presentation/discussion session ("Discussion Session"). The purposes of the sessions are as follows:

- (i) To provide the Proposer the opportunity to demonstrate its product/services;
- (ii) To discuss/clarify any and all aspects of the Technical Proposal, in particular the proposed Services/product, options, approach/methodologies, implementation process, schedule, staffing of the contract, and ongoing support and other applicable professional services;
- (iii) To allow the University to meet the Proposer's key personnel, technicians and for those personnel to directly convey their experience and expertise in the proposed services/product and its implementation; and



(iv) To provide an opportunity to clarify the scope of services for the intended contract and discuss any items addressed in the Technical Proposal that may require additional clarification.

(v) If applicable, review the Price Proposal structure.

### 3.6.2. Format.

The Oral Presentations will be informal, as the University is not interested in a sales presentation by executives and business development staff; rather, the University is requesting evidence of the Proposers ability to meet the University's requirements and an interactive discussion with each of the shortlisted Proposers. It is important that those key personnel who are proposed to be assigned to the University fully participate in the presentation and discussion. Ample time will be available for the University and the Proposer to ask questions and discuss issues and concerns related to the product, the scope of the services, and the Proposer's capabilities and qualifications. We anticipate that the Discussion Session will be approximately 60-90 minutes in length, to be determined at a later date.

### 3.6.3. Date.

The times and dates for the Oral Presentations, if any, will be set upon completion of the Initial Technical Evaluation. UBalt reserves the right to hold additional discussion or scope review interviews, if deemed necessary to evaluate a firm's qualifications and proposal.

## 3.7. Second Phase Technical Evaluation.

### 3.7.1 Criteria.

Following the Oral Discussion Session held with shortlisted Proposers (if such sessions were held), a Second Phase Technical Evaluation will be conducted. The Evaluation Committee will re-evaluate all criteria of the Technical Proposals of shortlisted Proposers, incorporating assessments of the Oral Discussion Session and outcomes of reference checks, if performed. The University reserves the right to make a determination that a Proposer is not shortlisted prior to completing reference checks.

### 3.7.2 Process.

Further shortlists may result as the procurement progresses. At each phase of the process, those firms that do not remain shortlisted will not progress in the procurement. All Proposers will be notified of the results of the Evaluation as they pertain to their respective Proposals.

At the sole discretion of UBalt, Proposers who have submitted Technical Proposals evaluated by UBalt to be viable and of further interest (i.e. "shortlisted") may be requested to provide UBalt additional technical information to further clarify the Contractor's technical qualifications. If additional information is requested of one or more Proposers, the Procurement Officer will so advise.

Once a final shortlist of proposals is established, the University will rank the technical proposals from highest to lowest.

The University may perform separate evaluation ratings and combine the evaluations as each phase is completed, or combine all ratings for each phase to determine the final ranking.

The University may incorporate references prior or after to establishing the final shortlist of proposals. However, the University reserves the right to modify scoring if pertinent information regarding a Proposer's capability is obtained prior to an award. Once a final shortlist of proposals is established, the Committee will rank the remaining Proposals from highest to lowest.

Those Contractors that are not shortlisted will not progress in the procurement. Multiple shortlists may result as the procurement progresses.

## SECTION III

### ARTICLE 4: Price Proposals and Final Evaluation Process

#### 4.1 Price Evaluation

Price Proposals will not be opened publicly. **Price Proposals will be evaluated based on the Form for Price Proposal, and the rates and fees over the contract terms.**

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

The University will establish a financial ranking of the proposals from lowest to highest total offers.

#### Discussions

The University reserves the right to recommend an Offeror for contract award based upon the Offeror's technical proposal and price proposal without further discussion. However, should the Committee find that further discussion would benefit to the University, the Committee shall recommend such discussions to the Procurement Officer. Should the Procurement Officer determine that further discussion would be in the best interest of the University and the State, the Procurement Officer shall establish procedures and schedules for conducting discussions and will notify responsible Offerors.

#### 4.2 Best and Final Offers.

When in the best interest of the University, the Committee may recommend and the Procurement Officer may permit qualified Offerors to revise their proposals by submitting "Best and Final" offers.

#### 4.3 Final Ranking and Selection.

Following evaluation of the technical proposals and the price proposals, the Evaluation and Selection Committee will make an initial overall ranking of the proposals and recommend to the Procurement Officer the award of the contract to the responsible Offeror whose proposal is determined to be the most advantageous to the University and the State of Maryland based on the results of the final technical and financial evaluation in accordance with the University System of Maryland Procurement Policies and Procedures. **Technical merit will have a greater weight than financial in the final ranking.**

Award may be made to the proposal with a higher technical ranking even if its cost proposal is not the lowest. The University may make multiple awards or partial awards if it is deemed to be in the best interest of the University. The decision of the award of the contract will be made at the discretion of the Procurement Officer and will depend on the facts and circumstances of the procurement. The Procurement Officer retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the Contractor that provides the best overall value to the University.

The University may select one or more Contractors to further engage in negotiations, including terms of a contract and other issues to be incorporated into the contract. The University reserves the right to make an award with or without negotiations.

#### 4.4 Negotiations.

The University may select for award one or more Proposer(s) to negotiate the terms and conditions of the Contract. The University reserves the right to make an award with or without negotiation. In the event negotiations between the selected contractor and the University fail to mutually agree on any terms and conditions, the University may rescind the award and conduct negotiations with the 2nd highest ranked firm/contractor. Additionally, if the Contractor fails to actively pursue the finalization and execution of the Contract, the University may rescind the Contract, at any time prior to the full execution of the Contract.

#### **4.5. CONTRACTUAL SERVICES AND SUB-CONTRACTED WORK:**

We understand that by submitting a proposal we are agreeing to all of the terms and conditions included in the RFP documents, and that the Bid/Proposal Affidavit submitted as part of the technical proposal remains in effect.

We understand that the evaluation and subsequent final ranking of proposals will be in accordance the RFP documents. We understand that technical weighs greater than financial.

We understand that the University reserves the right to award a contract (or contracts) for all items, or any parts thereof, as set forth in detail under the information furnished in the RFP document. We further confirm that the Account/Project Manager and other Key People named within our Technical Proposal will be assigned to the UBalt Contract for the duration of this project. We understand that no changes in these assignments will be allowed without written authorization from the University via contract amendment prior to such changes being made.

The offeror represents, and it is a condition precedent to acceptance of this proposal, that the offeror has not been a party to any agreement to submit a fixed or uniform price. Sign where applicable below.

**END OF SECTION III**

## APPENDIX S

### SOLICITATION TERMS AND CONDITIONS

This solicitation and any subsequent award are further subject to:

1. Contractor's/Offeror's Responsibility.

Offerors are advised to read the requirements very carefully to ensure that each requirement is understood. If in doubt, develop and submit applicable questions in writing to the contact at the Issuing Office. An Offeror's misinterpretation of requirements shall not relieve the Offeror of the responsibility to address accurately the requirements of the RFP or to perform the Contract, if awarded. UBALT will enter into a contractual agreement with the selected Contractor(s) only. The selected Contractor(s) shall be solely responsible for all services as required by this RFP. Subcontractors, if any, will be the responsibility of the Contractor(s) and the role of subcontractors must be clearly identified in the proposal. The use of a subcontractor(s) does not relieve the Contractor(s) of liability under a Contract.

2. Rejection or Acceptance of Proposals.

The University reserves the right to: (i) accept or reject any and all proposals, in whole or in part; (ii) to waive minor irregularities; and (iii) to negotiate in any manner necessary to best serve the interests of the University. Further, the University reserves the right to make a whole award, multiple awards, a partial award, or no award at all. Offerors judged by the Procurement Officer not to be responsible or Offerors whose Proposals are classified as not reasonably susceptible to being selected for award shall be so notified. The University reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services.

3. Cancellation of the RFP.

UBALT may cancel this RFP, in whole or in part, at any time.

4. Incurred Expenses.

UBALT shall not be responsible for any expenses that Offerors may incur in preparing and submitting Proposals or in making oral presentations of their Proposals, if required.

5. Payment.

The University issues payments on a net 30 day basis for UBALT approved invoices. Payment provisions shall be in arrears, with late payment and interest calculated as provided by Maryland law. For purposes of determining whether a prompt-payment discount, if applicable, may be taken by UBALT, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.

## 6. Site Investigation

By submitting a proposal the Proposer acknowledges that the Proposer has investigated and been satisfied 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 Proposer to become acquainted with the available information will not relieve the Proposer from responsibility for estimating properly the cost of successfully performing the work. The University shall not be responsible for any conclusions or interpretations made by the Proposer of the information made available by the University.

## 7. Confidentiality.

### 7.1. UBALT's Information during the Procurement Process:

The selected Contractor may have access to, may obtain, or be given confidential information, including without limitation information concerning the University's business strategies, political and legislative affairs, students, faculty, employees, vendors, contractors, customer lists, finances, properties, methods of operation, computer and telecommunication systems, and software and documentation. Certain confidential information may be protected under the Family Educational Rights and Privacy Act ("FERPA"), the Gramm-Leach-Bliley Act, and the Maryland Public Information Act. The selected Contractor must have administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of the UBALT's confidential information. UBALT may conduct discussions with Offerors in order to evaluate their abilities and responsiveness to the RFP. In order to facilitate the discussions and to allow Offerors to propose responsive solutions to UBALT's needs and requirements, UBALT is willing to disclose certain confidential information to Offerors, including without limitation information concerning UBALT's business strategies, political and legislative affairs, students, employees, vendors, contractors, customer lists, finances, properties, methods of operation, computer and telecommunications systems, and software and documentation ("Confidential Information"). By submitting a proposal in response to this RFP, Offerors agree: (i) to use Confidential Information solely for purposes of responding to and discussing the RFP; and (ii) not to disclose, permit or cause use of, or provide access to Confidential Information to any third person or entity. Upon request by UBALT, Offerors may be required to sign a Non-Disclosure Agreement.

### 7.2. Offeror's Information:

Offerors should give specific attention to the identification of those portions of the Proposal that the Offeror deems to be confidential, proprietary information, or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether the information may or may not be disclosed to the requesting party. That decision will take into consideration the Offeror's position regarding its Proposal. A blanket statement by a Offeror that its entire Proposal is confidential or proprietary will not be upheld.

8. Multiple/Alternative Proposals

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

9. Alternate Solution Proposals.

Contractors may not submit an alternate to the solution given in this RFP.

10. Contractor Responsibilities and Use of Subcontractors

The University shall enter into contractual agreement with the selected Contractor(s) only. The Contractor(s) shall be responsible for all products and/or services required by this RFP. UBALT will consider Proposals that reflect primary and secondary service providers or a prime/subcontractor relationship. There should be proof of ability of the primary to manage a subcontractor and successfully coordinate the delivery of quality service and support in a timely manner. Subcontractors, if any, shall be identified and a complete description of their role relative to the proposal shall be included. UBALT's intent is not to direct the use of any particular subcontractor, however, UBALT strongly encourages the Contractor to consider the utilization of local MBEs when possible. In addition, the Contractor may not contract with any such proposed person or entity to whom UBALT has a reasonable objection. Notification of such objection will be made by UBALT within fifteen (15) days of Contract. The Contractor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them. The use of subcontractors does not relieve the Contractor of liability.

11. Access to Contractor Records for Quality Assurance and Auditing Purposes.

The Contractor and its principal subcontractors must provide access to pertinent records by University personnel or its representatives (including internal auditors, external auditors, representatives, and agents) to provide quality assurance and auditing.

12. Arrearages.

By submitting a Proposal, an Offeror shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the University, including the payment of taxes and employee benefits and that it shall not become so in arrears during the term of the Contract if selected for Contract Award.

13. Taxes.

Contractor shall exempt UBALT from taxes as applicable. Exemption Certificates shall be provided upon request.

14. RFP Response Materials.

All written materials submitted in response to this RFP become the property of UBalt and may be appended to any formal documentation that would further define or expand the contractual relationship between UBALT and the Contractor(s).

15. Maryland Public Ethics Law, Title 15.

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

If the Offeror has any questions concerning application of the State Ethics law to the Offeror's participation in this procurement, it is incumbent upon the Offeror to seek advice from the State Ethics Commission: The Office of The Executive Director, State Ethics Commission, 9 State Circle, Suite 200, Annapolis, Maryland 21401. For questions regarding the applicability of this provision of the Public Ethics Law, call the State Ethics Commission's toll-free phone number, 877-669-6085, or see the website, <http://www.ethics.gov.state.md.us>. The Procurement Officer may refer any issue raised by a Proposal to the State Ethics Commission. The Procurement Officer may require the Offeror to obtain advice from the State Ethics Commission and may reject a Proposal that would result in a violation of the Ethics law.

A resulting Contract is cancelable in the event of a violation of the Maryland Public Ethics Law by a Contractor or any State of Maryland employee in connection with this procurement.

16. Reserved – Not needed in this procurement

17. Assistance in Drafting.

Under the State Government Article, § 15-508 of the Annotated Code of Maryland, an individual or person who employs an individual who assists an executive unit in drafting specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or request for proposals may not submit a bid or proposal for that procurement or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement. For questions regarding the applicability of this provision of the Public Ethics Law, call the State Ethics Commission's toll-free phone number, 877-669-6085, or see the website, <http://www.ethics.gov.state.md.us>.

18. Modifications of Technical Proposal.

Proposers may modify their Technical Proposals by e-mail or facsimile communication at any time prior to the due date and time, provided that the Issuing Office is satisfied that a written confirmation of the modification with the signature of the Proposer was mailed prior to the Proposal due date and time. Technical Proposals may not be modified, supplemented, cured, or changed in any way after the due date and time, unless specifically requested by the University.

19. Additional Technical Information

At any given time during the procurement process, the Issuing Office may request additional technical response requirements. Only eligible firms at that given time will be invited to provide the additional information. Additional information will be used to further evaluate the Proposers' technical qualifications.



20. Addenda Acknowledgment.

Offerors must acknowledge in writing the receipt of any and all addenda, amendments, and/or changes issued. Such acknowledgement must be included in the Technical Proposal.

21. Duration of Offers.

Proposals (consisting of a Technical Proposal and, if applicable, a Price Proposal) shall remain irrevocable for 120 days following the closing date of the Price Proposal due date. This period may be extended by mutual agreement between the Offeror and the University.

22. Reserved – Not needed in this procurement

23. Living Wage Requirements.

A solicitation for services under a contract valued at \$100,000 or more may be subject to Maryland's Living Wage requirement, located at Maryland Code Annotated, State Finance and Procurement Article, Title 18, §§ 18-101 through 18-109. Additional information regarding the Living Wage requirement is contained in Appendix B, if applicable to this solicitation. An Offeror that fails to submit and complete the Affidavit of Agreement contained in Appendix B, if applicable, may be deemed not responsible by the Issuing Office. The University reserves the right to waive this requirement at any time during the procurement process.

24. Conflict of Interest.

The Contractor awarded the Contract shall provide the specified services for UBALT, and must do so impartially, and without any conflicts of interest. If the Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of the provisions described in the solicitation, the Procurement Officer may reject a Contractor's Proposals. Contractors should be aware that the State Ethics Law, State Government 15-508, might limit the selected Contractor's ability to participate in future related procurements, depending upon specific circumstances. Refer to Paragraphs 16 and 17 above. By submitting a response to the solicitation, the Contractor affirms its understanding and compliance with this clause.

25. Reserved – Not needed in this procurement

26. Confidential/Proprietary Information

Proposers should give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by the State under the Public Information Act, General Provisions Article, Title 4 of the Annotated Code of Maryland.

Proposals are not publicly opened. Proposers 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 entire proposal with a proprietary statement.

27. 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 & Procurement Article of the Annotated Code of Maryland which requires that every business which enters into contracts, leases or other agreements with the University and receives in the aggregate \$200,000, or more, during a calendar year shall, within 30 days of the time when the \$200,000 is reached, file with the Secretary of State a list containing the names and address of its resident agent, each of its officers, and any individual who has beneficial ownership of the contracting business.

28. Debriefing of Unsuccessful Proposers

A debriefing of an unsuccessful proposer shall be conducted upon written request submitted to the procurement officer within 10 days after the proposer knew or should have known its proposal was unsuccessful. Requests received after 10 days from the Proposers' notice may not be scheduled, as the University's sole discretion. The debriefing shall be limited to discussion of the unsuccessful proposer's proposal only and shall not include a discussion of a competing proposer's proposal. Debriefings shall be conducted at the earliest feasible time. A summarization of the procurement officer's rationale for the selection may be given. The debriefing may not include discussion or dissemination of the thoughts, notes, or ranking from an individual Evaluation Committee Member.

29. Use of Affiliates to Avoid Taxation on Income from State Contracts

Contractor agrees that it will not reduce its income subject to tax by claiming a deduction for royalty or similar payments for trademarks, trade names, or intangible property that shift income from the contractor to an affiliated entity that does not file Maryland income tax returns. Contractor agrees that any affiliated entity receiving such payments is doing business in Maryland and is required to file Maryland income tax returns. Contractor agrees that during the course of this contract: (1) it shall not make any such royalty or similar payments to any affiliated company; but (2) if any such royalty or similar payments are made, contractor and the affiliated company shall file separate Maryland income tax returns and pay their respective Maryland income taxes in such a manner that contractor may claim a deduction against Maryland income tax for such payments only if the affiliated company receiving the royalty or similar payment files its Maryland income tax return and pays Maryland tax, under a formula that reasonably apportions the income of the affiliated company among the states, including Maryland, in which the contractor does business. Contractor agrees that it is authorized to bind its affiliated entities to the terms hereof.

30. Payments to Contractors by Electronic Funds Transfer

If the annual dollar value of this contract will exceed \$200,000.00, the Proposer is hereby advised that electronic funds transfer (EFT) will be used by the State to pay the Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants the Contractor an exemption.

By submitting a response to this solicitation, the Proposer agrees to accept payments by EFT. The selected Proposer shall register using form COT/GAD X-10 Vendor Electronic Funds (EFT)

Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD

X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

The form is available as a pdf file on the web site of the General Accounting Division of the Comptroller of Maryland:

[http://comptroller.marylandtaxes.gov/Vendor\\_Services/Accounting\\_Information/Static\\_Files/GADX10Form20150615.pdf](http://comptroller.marylandtaxes.gov/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf)

### 31. Minority Business Enterprise Notice

Minority Business Enterprises are encouraged to respond to this solicitation. For more information on the State's MBE program or questions related to certification, please contact MDOT's Office of Minority Business Enterprise/Equal Opportunity, telephone 410-865-1269 or view the MDOT website <http://www.mdot.state.md.us/mbe/index.html>.

Refer to Appendix M of the Solicitation regarding the MBE subcontracting goals set for the resulting contract as well as information regarding the requirements and forms associated with the State of Maryland's MBE program.

### 32. Insurance Requirements

The selected Contractor shall defend, indemnify, and save harmless the State of Maryland, the University System of Maryland, the University of Baltimore and each of their officers, employees, and agents, from any and all claims, liability, losses and causes of actions which may arise out of the performance by the Contractor, employees or agents, of the services covered by the contract.

The selected Contractor shall secure, pay the premiums for, and keep in force until the expiration of the term of the contract, including renewals, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under the contract:

- Comprehensive General Liability Insurance including all extensions:
  - \$2,000,000 each occurrence;
  - \$2,000,000 personal injury;
  - \$2,000,000 products/completed operations;
  - \$2,000,000 general aggregated
- Workers Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland
- Owner's Landlord's and Tenant's and Contractor's bodily injury liability insurance, with limits of not less than \$500,000 for each person and \$2,000,000 for each accident

- Property damage liability insurance with a limit of not less than \$2,000,000 for each accident
- Automobile bodily injury liability insurance with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident, and property damage liability insurance, with a limit of not less and \$2,000,000 for each accident
- Professional Liability with a limit of not less than \$1,000,000

At the time the contract is made, the Contractor shall provide the University with evidence of payment in full of the above insurance coverage throughout the entire term of this contract. Any renewal term under the contract shall also include evidence of payment in full of the above insurance coverage through the entire term of the renewal.

The Contractor shall furnish the University with a certificate of insurance as evidence of the required coverage. For all insurance, except for worker's compensation and professional liability insurance, the insurance certificates shall specifically identify the materials and equipment, and shall name the University of Baltimore, the University System of Maryland, and the State of Maryland as an additional insured.

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

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

Contractor shall be as fully responsible to University of Baltimore for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by Contractor.

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

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

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

All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the University. The insurers must have a policy holders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.

33. Payment and Performance Bonds

May be applicable at the sole discretion of the University to any resulting project/work done under the resulting contract.

34. Discrimination

The Contractor hereby assures the University that Contractor is in compliance with all relevant Federal and State laws and executive orders prohibiting discrimination on the basis of race, color, religion, sex, national origin, age, or condition handicap.

35. Termination

This request for proposal implies no obligation on the part of UBALT, and any contractual agreements entered into as a result of this quotation may be terminated at any time without cause by or cost to UBALT.

36. Omissions in Proposals

Should there be any omissions and/or unclear specifications or general conditions, it shall be the responsibility of the Offeror to clarify such items with the University before submitting a proposal.

37. Proposal Acknowledgment

The act of submitting a proposal is to be considered acknowledgment by the Offeror that he has visited the site, taken field measurements where applicable and is familiar with the conditions and requirements affecting the work. Failure to do so will not relieve a successful Offeror of his obligation to furnish all materials and labor necessary to carry out the provisions of the contract to complete the work for the consideration set forth in his proposal. The Offeror shall be responsible for reading very carefully and understanding completely the requirements and specifications of the items proposal upon. The proposal due time will be and must be scrupulously observed. Under no circumstances will proposal delivered after the time specified be considered.

38. Proposal Protests

Any "interested party" may "protest" against the award of a contract by notifying the Procurement Officer indicated herein in writing within the time frame and manner called for in COMAR 21.10.02. If the alleged improprieties become known prior to the proposal opening, a protest should be filed prior to the proposal opening.

39. Contract Transferability

The contract may not be transferred. The Contractor may not subcontract, in whole or in part, any portion of this contract unless specific permission has been granted in writing prior to the commencement of any work.

40. Out-of-State Firms

When awarding any contract by competitive proposals, the University as an agency of the State of Maryland must give preference to the lowest "responsive" proposal from a Maryland resident firm over that of a non-resident firm if the State in which the non-resident firm is located gives a resident firm preference.

41. Contract Terms and Conditions - Changes

41.1. The procurement officer unilaterally may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes:

- (a) In the specifications (including drawings and designs);
- (b) In the method or manner of performance of the work;
- (c) In the State-furnished facilities, equipment, materials, services, or site; or
- (d) Directing acceleration in the performance of the work.

41.2. Any other written order or an oral order, including a direction, instruction, interpretation or determination, from the procurement officer that causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the procurement officer written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.

41.3. Except as herein provided, no order, statement, or conduct of the procurement officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

41.4. If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change shall be allowed for any costs incurred more than 20 days before the Contractor gives written notice as therein required;

and provided further, that in the case of defective specifications for which the University is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.

41.5. If the Contractor intends to assert a claim for an equitable adjustment under this clause, he shall, within 30 days after receipt of a written change order under (1), above, or the furnishing of written notice under (2), above, submit to the procurement officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the University. The statement of claim hereunder may be included in the notice under (2), above.

41.6. Each contract modification or change order that affects contract price shall be subject to the prior written approval of the procurement officer and other appropriate authorities and to prior certification of the appropriate fiscal authority of fund availability and the effect of the modification or change order on the project budget or the total construction cost. If, according to the certification of the fiscal authority, the contract modification or change order will cause an increase in cost that will exceed budgeted and available funds, the modification or change order may not be made unless sufficient additional funds are made available or the scope of the project is adjusted to permit its completion within the project budget.

41.7. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

#### 42. Discretion in Determining Deviation and Compliance

The Procurement Officer shall determine which Firms have met the requirements of this RFP. The Procurement Officer shall have the sole authority to determine whether any deviation from the requirements of this RFP is substantial in nature, and the Procurement Officer may reject non-conforming Proposals. In addition, the Procurement Officer may reject in whole or in part any and all Proposals, waive minor irregularities in Proposals, allow a Firm to correct minor irregularities, and negotiate with all responsible Firms in any manner deemed necessary to serve the best interests of the University.

#### 43. Prohibition Against Shift in Maryland Income to Out-Of-State Affiliates

The Firm may not, for any period during the Contract terms, seek to reduce the amount of Firm's income subject to Maryland income tax by payments made to an affiliated entity or an affiliate's agent for the right to use trademarks, trade names, or other intangible property associated with the Firm. The Firm agrees that during the course of this Contract it shall not make any such royalty or similar payments to any affiliated company; and if any such royalty or similar payments are made, the Firm and the affiliated company shall file separate Maryland income tax returns and pay their respective Maryland income taxes, in such a manner that Firm does not claim a deduction against Maryland income tax for such payments, and the affiliated company receiving the royalty or similar payment files Maryland income tax returns and pays Maryland

tax returns and pays Maryland tax, under a formula that reasonably apportions the income of the affiliated company among the states, including Maryland, in which the Firm does business. The Firm agrees that it is authorized to bind its affiliated entities to the terms hereof.

#### 43. Eligibility to Purchase

By submitting an offer to sell, the successful firm(s) agree to extend the offered prices / basis of pricing (ex. percentage discounts) to all campuses and facilities of the University System of Maryland within the State of Maryland.

#### 44. Differing Site Conditions

(1). The Contractor shall promptly, and before such conditions are disturbed, notify the procurement officer in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in

this contract. The procurement officer shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(2). No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (1) above; provided, however, the time prescribed therefore may be extended by the University.

(3) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract."

#### 45. Gramm-Leach-Bliley Act of 1999

The Contractor agrees that in performing its obligations under this contract, the Contractor shall comply with all requirements of a non-affiliated third-party who receives a financial institution's consumer or customer information, under the Gramm-Leach-Bliley Act of 1999, and applicable regulations thereto (the "GLB Act") and other applicable federal and state consumer privacy acts, rules and regulations. Nonpublic personal information shall have the same meaning as that term is defined in the GLB Act.

a. The Contractor Agrees to disclose such nonpublic personal information for the sole purpose of facilitating the Contractor's performance of its duties and obligations under this contract and will not disclose such nonpublic personal information to any other party unless such disclosure is (i) allowed by the GLB Act and consented to by the Customer, or (ii) compelled by law, in which case the Contractor will provide notice of such disclosure to the Customer.



b. The Contractor represents and warrants that it will, for so long as it retains nonpublic personal information, implement and maintain in place the necessary information security policies and procedures for (i) protecting the confidentiality of such nonpublic person information, (ii) protecting against any anticipated threats or hazards to the security or integrity of such nonpublic personal information, and (iii) protecting against the unauthorized access to or use of such nonpublic personal information. These terms apply to all subcontractors employed by the contractor who perform work under the scope of this agreement.

46. Immigration Reform and Control Act of 1986

Requirement Contractor warrants and represents that it is currently in compliance, and that during the term of this contract it will remain in compliance, with the Immigration Reform and Control Act of 1986, and that it will obtain original valid employment verification documentation from all its employees on a timely basis as required by law and regulation. This requirement also applies to all subcontractors hired by Contractor.

47. Anti-Bribery

a. Vendors and Contractors are required to be aware of Maryland Code, State Finance and Procurement Article 12-101 which requires that any person convicted of bribery, attempted bribery, or conspiracy to the bribe based upon acts committed after July 1, 1977, in the obtaining of a contract from the disqualification pursuant to Maryland Code, State Finance and Procurement Article 12-101 from entering into a contract with the State or any county or other subdivision of the State, for the supply of materials, supplies, equipment or services by the person.

b. By executing any subsequent Contract as a result of this solicitation the Contractor affirms under the penalties of perjury that to the best of its knowledge, neither it nor any of its officers, directors, partners or any of its employees directly or indirectly involved in obtaining contracts with the State of Maryland, or any county or subdivision of the State has been convicted of, or have pleaded nolo contendere to a charge of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government.

48. Incorporation By Reference

The terms of this solicitation and any amendments thereto are made a part of the awarded Contract.

49. Conflicting Terms

Any proposal for terms in addition to or different from those set forth in this solicitation (or purchase order) or any attempt by the Offeror to vary any of the terms of this offer by the Offeror's acceptance shall not operate as a rejection of this offer, unless such variance is in the terms of the description, quantity, price or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Offeror without the additional or different terms. If this solicitation (or Purchase order) is an acceptance of a prior offer by the

Offeror, the acceptance is expressly conditioned upon Offeror's assent to any additional or different terms contained herein. The Offeror understand and agrees that the terms and conditions of this solicitation may not be waived.

END OF SOLICITATION TERMS AND CONDITIONS SECTION