



**UNIVERSITY OF
MARYLAND**

**UNIVERSITY OF MARYLAND, COLLEGE PARK
DEPARTMENT OF PROCUREMENT AND BUSINESS SERVICES**

**REQUEST FOR PROPOSAL (RFP)
RFP No. 146173**

Project No. FM23-11897

**BERNIE FOWLER LAB ROOF & HVAC REPLACEMENT
University of Maryland Center for Environmental Sciences
Solomons, Maryland**

Issue Date: January 5, 2024

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



**ATTENTION ALL
CONTRACTORS/SUBCONTRACTORS**

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

REPORT KNOWN OR SUSPECTED VIOLATIONS TO:

**UNIVERSITY OF MARYLAND AT COLLEGE
PARK DEPARTMENT OF PROCUREMENT &
BUSINESS SERVICES AT COLLEGE PARK,
MARYLAND**

**MBE HOTLINE
301-405-6055**

Examples of MBE Fraud Include:

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

**UNIVERSITY OF MARYLAND, COLLEGE PARK
DEPARTMENT OF PROCUREMENT AND BUSINESS SERVICES
RFP KEY INFORMATION SUMMARY SHEET**

Request for Proposal: Bernie Fowler Lab Roof & HVAC Replacement-
University of Maryland Center for Environmental
Sciences, Solomons, MD

RFP Number: 146173

RFP Issue Date: January 5, 2024

RFP Issuing Office: University of Maryland College Park
Construction & Facilities Procurement
2100, Chesapeake Building
4300 Terrapin Trail
College Park, MD 20742-3111

Procurement Officer: Jessie J. Woods
Phone: 301-314-5924
e-mail: jwoods80@umd.edu

Project Management: University of Maryland College Park
Department of Planning & Construction

Pre-Proposal Conference: January 16, 2024 at 10am (EDT)

The conference will be held at the following address:

Bernie Fowler Building

142 Williams Street, Solomons, Maryland 20688

Deadline for Questions: January 19, 2024 by 1pm (EDT)

All questions must be submitted in writing to Jessie J. Woods, at jwoods80@umd.edu.

Technical Proposal Due Date: February 5, 2024 by 3pm (EDT)

Technical Proposals must be submitted through the following link:

<https://umd.box.com/s/nwi88qgz8sjsrtinucusp3nd714h17hj>

Price Proposal Due Date: TBD

Price Proposals must be submitted through the following link: (Link to be provided in an Amendment along with the due date.)

MBE Subcontracting Goal: Twenty percent (20%) Overall

One percent (1%) VSBE (Veteran-Owned Small
Business Enterprise)

Contract Type: Firm fixed price
Contract Duration: **540 calendar days after NTP**
SBR Designation: N/A
Federal Funding: N/A

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SECTION 00100

INSTRUCTIONS TO PROPOSERS

SECTION 00100 INSTRUCTIONS TO PROPOSERS

A. OBJECTIVE

1. The objective of this Request for Proposal (RFP) is for the University of Maryland, College Park to engage a General Contractor to complete the construction of the replacement roof and rooftop mechanical units for the University of Maryland Center for Environmental Science (UMCES) Bernie Fowler Laboratory. The Bernie Fowler Lab building, located on the UMCES campus in Solomon's, Maryland is a 2-story research facility. The building is reported to be experiencing chronic moisture infiltration associated with the existing roof system, therefore a roof replacement is necessary. The existing rooftop units will be replaced and/or modified to meet new mechanical requirements for the building. The project will replace four (4) existing RTU's, three of which are located at the roof above the second floor and the both located above the single story bump out in the rear of the building. The existing roof consists of a built-up, gravel surfaced membrane, installed over tapered insulation and steel deck.
2. The successful contractor will furnish all labor, materials, equipment, supplies, supervision and other resources as required for the replacement roof and rooftop mechanical units for the UMCES Bernie Fowler Laboratory.

The scope of work is more specifically defined by the contract documents, including specifications, all dated 5/19/23.

3. The University requires all work to be completed within 540 days, this includes time for long-lead mechanical equipment.
4. All work performed under this contract shall be in accordance with the University of Maryland, College Park General Terms and Conditions of the Contract (PUR-046, 2/14, Rev; Revised 11/21/22) as supplemented by the contract drawings, technical specifications, any amendments, supplementary conditions and, other components/sections of the contract documents as listed herein.

B. INSTRUCTIONS FOR SUBMITTAL OF TECHNICAL PROPOSALS

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

C. ISSUING OFFICE

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

2113 Chesapeake Building
4300 Terrapin Trail
College Park, Maryland 20742
Attn:
Jessie J. Woods, Procurement Officer

2. Telephone numbers for the Issuing Office are:
Office: (301) 314-5924
3. The Issuing Office shall be the sole point of contact with the University for questions and inquiries regarding preparation and submittal of this proposal.

D. PRE-PROPOSAL CONFERENCE & SITE VISIT:

1. A Pre-proposal conference will be held at the date, time and location specified in the RFP Key Information Summary Sheet.
2. Attendance is strongly recommended.
3. A site visit has been scheduled prior to the technical proposal submission date. Contractors are encouraged to attend the Pre-proposal conference in order to visit the campus, and walk through the proposed pipe route prior to submission of the price proposal.

E. TERMINOLOGY

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

F. QUESTIONS AND INQUIRIES

1. Questions and inquiries shall be directed to the individual referenced in "C" (Issuing Office) above. The Issuing Office is open from 8:00 a.m. to 5:00 p.m. weekdays.
2. The sole point of contact between Contractors and the University will be formally made at scheduled meetings or in writing through the Issuing Office. Requests for clarification or additional information must be made in writing to the Procurement Officer and received by the dated referenced in the RFP Key Information Sheet. Only written communications relative to the procurement shall be considered. Hard copy,

facsimile and electronic mail are acceptable methods for submission of questions. It is incumbent upon the Contractor to verify University receipt of their questions.

3. All questions will be answered in writing. Both questions and answers will be posted, without identification of the inquirer(s), on eMaryland Marketplace Advantage (eMMA). No oral communications can be relied upon for proposal purposes.
4. Items affecting the scope of work or conditions of the contract shall be subject to the conditions of Amendments to this RFP.

G. TECHNICAL PROPOSAL DUE DATE AND TIME

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

H. SITE INVESTIGATION

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

I. PROPOSAL SECURITY (to be submitted with Price Proposal)

1. If the total proposal price is \$100,000 or more, each proposer shall furnish with its price proposal a proposal bond issued by a surety company licensed to issue bonds in the State of Maryland. The bond must be in an amount not less than five percent (5%) of the total amount of the base proposal plus alternate prices, and shall be in the form specified (see blank form included in Part V).
2. Certified checks, cash and other security set forth in USM Procurement Policies and Procedures, Appendix A, Paragraph G. - Bonds, are acceptable in lieu of proposal bonds, and shall be submitted with the Price Proposal and be subject to the same conditions as bonds.
3. Should the proposer to whom the contract is awarded fail or be unable to execute the contract, for any reason, within ten (10) days after notification of award, an amount equal to the difference between the accepted price and that of the proposer to whom the award subsequently is made shall be paid to the University as liquidated damages.
4. The proposer to whom a contract in excess of \$100,000 is awarded also must furnish Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the contract price, including executed Change Orders, on the form provided. These Performance and Payment Bonds must be provided at the time of the signing of the contract, and prior to the start of any work.
5. Evaluation of a proposal takes a considerable length of time. Maryland law does not permit any information regarding the evaluation to be released prior to the award.

J. RIGHT TO REJECT PROPOSALS AND WAIVE INFORMALITIES

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

K. DURATION OF PROPOSAL OFFER

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

L. LICENSES AND QUALIFICATIONS

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

M. CLARIFICATIONS AND AMENDMENT

1. Should a proposer find discrepancies in the proposal documents, or be in doubt as to the meaning or intent of any part thereof, he must, no later than seven (7) calendar days prior to the technical or price proposal due date, request clarification in writing from the Issuing Office. Failure to request such clarification is a waiver of any claim by the proposer for expense made necessary by reason of later interpretation of the proposal documents by the University. Requests shall include the proposal number and title.
2. Oral explanations or instructions will not be binding; only written Amendments will be binding. Amendments will be posted to eMaryland Marketplace Advantage (eMMA). Proposers shall acknowledge receipt of all amendments in the space provided on the price proposal form.

N. CANCELLATION OF PROPOSALS

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

O. PROPOSAL ACCEPTANCE

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

P. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise

description of the proposer's offer to meet the requirements.

Q. MODIFICATIONS AND WITHDRAWAL OF PROPOSALS

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

R. TELEGRAPHIC/FACSIMILE PROPOSAL MODIFICATIONS

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

S. FINANCIAL DISCLOSURE BY PERSONS DOING BUSINESS WITH THE STATE

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

T. PUBLIC INFORMATION ACT NOTICE

Offerors should give specific attention to the identification of those portions of their responses 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 University pursuant to the Public Information Act, codified in General Provisions Article, Title 4 of the Annotated Code of Maryland.

U. REGISTRATION AND TAX PAYMENT:

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

V. AFFIDAVITS

1. The Bid/Proposal Affidavit enclosed with this document (Attachment A) must be executed by each responding proposers and submitted with the price proposal.
2. Conflict of Interest Information/Affidavit and Disclosure enclosed with this document (Attachment B) must be executed by each responding proposers and submitted with the price proposal.
3. The Social Responsibility Affidavit enclosed with this document (Attachment D) must be executed by each responding proposers and submitted with the price proposal.
4. Certification Regarding Investment Activities in Iran enclosed with this document (Attachment E) must be executed by each responding proposers and submitted with the price proposal.
5. Apprenticeship Requirements for Public Work Contracts, Apprenticeship Training Fund Verification Contractor Affidavit, and Apprenticeship Training Fund Verification Subcontractor Affidavit enclosed with this document (Attachment F) must be executed by each responding proposers and submitted with the price proposal.

W. ARREARAGES (January 2004)

By submitting a response to this solicitation, the proposers represents that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so during the term of the contract.

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

X. MULTIPLE/ALTERNATIVE PROPOSALS

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

Y. TIME OF COMPLETION AND LIQUIDATED DAMAGES

1. Work associated with this project must be completed within Five Hundred Forty (540) calendar days after notice to proceed and shall be certified substantially complete as provided in the General Terms and Conditions of the Contract.
2. In the event the contractor fails to complete the work within Five Hundred Forty (540) calendar days, the contractor shall pay to the University the amount of Five Hundred Dollars (\$500.00) per calendar day late, not as a penalty, but as liquidated damages. In the event contractor fails to complete the work identified in the sub period, the contractor shall pay to the university the amount of Five Hundred Dollars (\$500.00) per calendar day late, not as a penalty, but as liquidated damages.

Z. INCURRED EXPENSES

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

AA. DISCUSSIONS

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

BB. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

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

CC. ELECTRONIC FUNDS TRANSFER (EFT) – (June 2010)

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

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds Registration Request Form, which may be found on the following website:

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

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

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

DD. ARTICLE 3 MINORITY BUSINESS ENTERPRISE PARTICIPATION: CONSTRUCTION

1. MINORITY BUSINESS ENTERPRISE NOTICE

- a. Minority Business Enterprises are encouraged to respond to this solicitation.

2. PURPOSE

- b. COMAR 21.11.03.01 provides that maximum contracting opportunities be extended to prime contractors and subcontractors who are certified minority business enterprises (MBE). Proposer shall structure is procedures for the performance of the work required in this contract to attempt to achieve the Minority Business Enterprise (MBE) goals stated in the solicitation.
- c. By submitting a response to this solicitation, the proposer agrees to exercise all good faith efforts to carry out such requirements, and agrees to manage the Contract so that MBE performance is in accordance with this contract, as authorized by Code of Maryland Regulations COMAR 21.11.03.

3. DEFINITION

A minority business enterprise is a firm that is certified as a minority business enterprise by the Maryland Department of Transportation. No other type or source of minority

business enterprise certification is applicable or acceptable.

4. GOAL AND SUBGOALS

- a. The minority business enterprise (MBE) participation goal is 20% of the total amount of the Contract with no sub goals.
- b. VSBE Veteran's Small Business Enterprise: 1% of the total amount of the Contract.
- c. The Contractor is encouraged to use a diverse group of subcontractors and suppliers from any of the various MBE classifications to meet the remainder of the minority business enterprise participation goal.
- d. If the Contractor is a minority business enterprise, or a joint venture that includes minority business enterprise partners, the Contractor must meet the minority business enterprise subgoals with minority business enterprise subcontractors. MBEs performing work as the Prime Contractor may count a portion of their in-house work against the goal and subgoals (if applicable). See MBE forms and instructions for specific guidance.
- e. If a minority business enterprise firm that is included in the proposed MBE Participation Schedule becomes unavailable or is determined to be ineligible at any time before Contract execution, the Contractor shall notify the procurement officer in writing immediately, describing the proposed change and the Contractor's efforts to substitute another minority business enterprise to perform the work. After Contract execution, a proposed change must have the University's prior written approval, and the procurement officer must issue a contract modification authorizing the change.

5. SUBMISSION OF MBE PROGRAM DOCUMENTS

- a. The proposer shall submit the documents listed below in this subsection with its proposals. If the proposer fails to submit required documents with its proposals, the procurement officer shall determine that the proposal is not reasonably susceptible of being selected for Contract award.
- b. Documents to be submitted with initial proposals:
 - (1) **With the Price Proposal**, submit the **MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule (MBE D-1A)** {Part 1 – Instructions, Part 2 – Affidavit Form, Part 3 – Participation Schedule, Part – Signature}, in which the proposer acknowledges the minority business enterprise participation goal, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the

solicitation process. And to identify the commitment of each MBE subcontractor included in the Technical Proposal. Indicate the percent and dollar amount of the proposer's total Contract amount that is committed to be performed by each MBE subcontractor.

- (2) **Within 10 work days from notification that it is the selected proposer or from the date of actual Contract award**, whichever is earlier, or as otherwise required in solicitation documents, the selected proposer **shall have the MBE Subcontractor submit the MBE D-3A Form** and you the proposal shall submit the other documents listed below in this subsection to the procurement officer. If the selected proposer fails to return each document within the required time, the procurement officer may reject the offer per COMAR 21.11.03.10 F. If the Contract has already been awarded, the award is voidable.
 - (3) **MBE Subcontractor Project Participation Statement of Intent (MBE D-3A)**, for each MBE subcontractor. (Submitted by Subcontractor)
 - (4) **MBE Prime Contractor Project Participation Statement of Intent (MBE D-3B), if applicable.**
 - (5) If the selected proposer believes a waiver for all or part of the minority business enterprise goal or of any subgoal is necessary, it must submit:
 - a. **MBE Waiver Guidance (Attachment MBE D-1B)**, if applicable; and,
 - b. **MBE Good Faith Efforts Documentation to Support Waiver Request (Attachment MBE-1C)**, if applicable; and,
 - c. **Outreach Efforts Compliance Statement (MBE D-2).**
 - (6) Any other documentation required by the procurement officer to ascertain the proposer's responsibility in connection with the certified MBE participation goal.
- c. The proposer shall submit the documents listed below in this subsection within 10) working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.
- (1) With the solicitation plan, submit:
 - i. **Outreach Efforts Compliance Statement (Attachment MBE D-2).**
 - ii. **MBE Subcontractor Project Participation Statement of Intent (MBE D-3A), and, if applicable**
 - iii. **MBE Prime Contractor Project Participation Statement of Intent (MBE D-3B).**

6. CONTRACT ADMINISTRATION REQUIREMENTS

- a. Per COMAR 21.11.03.13, the Contractor shall submit monthly to the MBE Liaison a **Prime Contractor MBE Monthly Payment Report (MBE D-4A)**, identifying unpaid invoices over 30 days old received from a minority business enterprise subcontractor and the reason payment has not been made. This shall include MBE subcontractors at all tiers.
- b. The Contractor shall include in agreements with minority business enterprise subcontractors at any tier a requirement that such subcontractors, when actively working on the project, submit monthly to the MBE Liaison a **MBE Subcontractor Monthly Payment Report (MBE D-5)**, identifying the payments received from Contractor in the preceding 30 days, outstanding invoices, and each invoice amount. This report must be signed by the MBE subcontractor. The Contractor shall ensure that the MBE subcontractors submit this report.
- c. The Contractor shall maintain the records necessary to confirm compliance with its MBE participation obligations. Such records must identify the minority business enterprise subcontractors and non-MBE subcontractors under the Contract, the type of work performed by each, and the dollar value of work performed. Subcontracts that document the work performed by minority business enterprise subcontractors and non-MBE subcontractors must be provided to the procurement officer when requested.
 - (1) The Contractor shall provide such documentation as is reasonably requested and provide right-of-entry at reasonable times for the State's representatives to verify compliance with the MBE participation obligations.
 - (2) At the option of the procurement officer, upon completion of the Contract and before final payment or release of retainage, the Contractor shall submit a final report in affidavit form and under penalty of perjury, of the payments made to, or withheld from minority business enterprise subcontractors.

7. LIQUIDATED DAMAGES FOR NON-COMPLIANCE

- a. The Contractor shall make good faith efforts to comply with requirements of the Minority Business Enterprise Program and provisions of the Contract regarding MBE participation. The State and the Contractor acknowledge and agree that the State will incur such damages as loss of goodwill, detrimental impact on economic development, diversion of internal staff resources, and other damages, if the Contractor does not make good faith efforts to comply. The State and the Contractor further agree that such damages are difficult to calculate precisely.

- b. If the State determines that the Contractor has failed to make good faith efforts to comply with an MBE Program requirement or Contract provision, the Contractor shall pay liquidated damages at the rates set forth below. The University will notify the Contractor in writing of the reason for imposing liquidated damages and the amount owed, and may withhold payment to the Contractor to recoup the liquidated damages owed. The Contractor agrees that for each violation, the liquidated damages imposed are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.
- c. If the Contractor does not submit a monthly payment report as required by COMAR 21.11.03.13B (3), liquidated damages are 25 dollars per day until the monthly report is submitted as required.
- d. If the Contractor does not include in its subcontracts with MBE subcontractors a provision requiring submission of payment reports as required by COMAR 21.11.03.13B (4), liquidated damages are 100 dollars per MBE subcontractor.
- e. If the Contractor does not comply with COMAR 21.11.03.12 and terminates, cancels, or reduces the scope of work or value of a contract with an MBE subcontractor or amends the MBE participation schedule, liquidated damages are the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.
- f. If the Contractor does not meet the Contract's minority business enterprise participation goal and subgoal commitments, liquidated damages are the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the dollar value of MBE participation actually achieved.
- g. 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.

8. CONTRACTOR ASSISTANCE

- a. Contractors seeking assistance in locating certified firms or answers to questions about the requirements for minority business enterprise participation are encouraged to contact the MBE Liaison:

MBE Liaison, Anthony Harmon
University of Maryland
Department of Procurement and Strategic Sourcing
2113-R Chesapeake Building
College Park, Maryland 20742

Telephone: 301-405-6055

- b. Contractors who have questions concerning the minority business enterprise certification process, need assistance with searching the MBE directory, or have questions about specific MBE firms, may contact:

Maryland Department of Transportation
Minority Business Enterprise Program
7201 Corporate Center
Hanover, MD 21076
In State: 410-865-1269
Toll Free: 1-800-544-6056

- c. Online assistance in locating minority business enterprise firms may be found in the Directory of Certified Firms published by the Maryland Department of Transportation and updated nightly at:
<http://mbe.mdot.state.md.us/directory/>.
- d. General information regarding the minority business enterprise program is at:
<http://www.mdot.maryland.gov/>.

EE. MINORITY BUSINESS ENTERPRISE (MBE) NOTICE

Minority business enterprises are encouraged to respond to this solicitation.

FF. E-MARYLAND MARKETPLACE ADVANTAGE

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

GG. COMMERCIAL NONDISCRIMINATION CLAUSE.

1. "As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under State Finance and Procurement Article, Title 19, Annotated Code of Maryland. As part of this compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex age, marital status, sexual orientation, or disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for

reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

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

II. VEHICLES

In general, parking is not permitted in faculty/staff lots adjacent to the buildings and is not allowed on sidewalks, landscape areas, etc.

JJ. SMOKING POLICY

Smoking is prohibited on campus.

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

KK. COVID 19 Polices are located at www.purchase.umd.edu

- LL** “Maryland Law Prevails. This Contract shall be construed, interpreted and enforced according to the laws of the State of Maryland, without reference to its conflicts of law principles.”

END OF SECTION 00100

RFP No. 146173

SECTION 00200

INFORMATION AVAILABLE TO PROPOSERS

SECTION 00200 - INFORMATION AVAILABLE TO PROPOSERS

A. CONTRACT DOCUMENTS

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

B. AVAILABLE RECORD DOCUMENTS

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

END OF SECTION 00200

RFP No. 146173

SECTION 00300

PROPOSALS & EVALUATION

SECTION 00300- PROPOSAL & EVALUATION

A. TRANSMITTAL LETTER

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

B. SIGNING OF FORM

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

C. PROCUREMENT METHOD / BASIS FOR AWARD

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

D. TECHNICAL PROPOSAL SUBMITTAL

1. The technical proposal should be prepared in a clear and precise manner. All appropriate points of the solicitation must be addressed. The requirements for the technical proposal are listed in this section.
2. Submit one original of the Technical proposal. Supplemental information may be submitted as an appendix. Technical proposals shall be organized and tabbed according to the Technical Proposal Criteria listed below. The Technical Proposal and all required forms shall be completed in ink or typed; erasures and/or alterations shall be initialed in ink by the signer.
3. The technical proposal shall be submitted via electronic box (**see RFP Key Information Summary Sheet**). The Proposal shall have the proposer's name, RFP number, and the project name prominently displayed, together with the words, "TECHNICAL PROPOSAL."
4. The following items shall be included in the technical proposal:

- (a) Detailed responses to the technical criteria listed in this section
- (b) Submittal of all applicable forms provided in the attached Loose Forms Package.
- (c) Copy of proposer's contractor license, as per Section 00100 L 1.
- (d) Attachment K – Acknowledgement of Receipt of Amendment.

E. TECHNICAL PROPOSAL EVALUATION

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

F. TECHNICAL PROPOSAL EVALUATION FACTORS

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

1. Experience on Similar or Relevant Projects

- (a) Complete the Experience Form (Loose Forms Package; duplicate as needed) for three (3) projects similar in magnitude and scope to that described herein, which the proposer has successfully completed within the past five (5) years.
- (b) Qualifying reference projects shall reflect work completed successfully by the proposer, and each valued at a **minimum of \$3 Million**.
- (c) As indicated on the form, provide the following information for each project:
 - 1. A concise but detailed description of the project (s) (including project type, setting and schedule);
 - 2. Similarities of the reference project(s) to this project;
 - 3. Customer/Project Owner's name, address, contact name and current telephone number (Note: All references provided will be contacted);

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

EVALUATION CRITERIA: *Experience that clearly demonstrates the proposer's knowledge of, and ability to, successfully perform work similar to that contemplated by these specifications. Higher consideration will be given for experience involving projects most similar to the projects proposed by this RFP, in terms of size, scope and complexity and completed within the past (5) years. Projects demonstrating past experience with roof replacements and HVAC systems' replacement specifically shall be given higher consideration as well. Ability to deliver projects on time. Ability to deliver projects within cost established at award.*

2. **Proposer's Personnel**

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

Project Manager

Minimum Requirements: High School graduate with a minimum of ten (10) years of experience in the management, administration and supervision of construction/renovation projects as a Project Manager. Submit three (3) related projects.

Field Superintendent

Minimum Requirements: Minimum of eight (8) years of experience in construction/renovation projects as a Field Superintendent. Considerable knowledge of construction including all aspects of mechanical installations and roof replacements. Knowledge of safety hazards and OSHA requirements. Ability to interpret contracts plans and specifications for subcontractors. Submit three (3) related projects.

Include the following:

1. Educational background, including degrees/certifications received.
2. Work experience with the proposing firm, including duration of

employment, with dates, and position(s) held;

3. Work experience with prior employers, including duration of employment, with dates, and position(s) held.

NOTE: Personnel Commitment: If successful, the Proposer is committing these staff to the University for the project's duration; no key personnel changes are permitted without written authorization from the University. Replacement personnel, if accepted by the University, must be equal to or better than those identified in the proposal.

EVALUATION CRITERIA: *Responses that fully address all information detailed above. Higher consideration will be given if the Project Manager and Field Superintendent have worked together on previous successful project*

3. **References**

- (a) Using the information provided by the proposer (above) for the purpose of establishing experience, the University will contact all Customer/Project Owner references identified by the proposer. Proposers should verify the accuracy of reference contact information before submitting their proposal. The University will hold all reference data in strict confidence.
- (b) The University reserves the right to check other reference sources at its sole discretion, including sources not identified by the proposer. The University may also consider the performance of the proposer on any/all projects performed for the University prior to submittal of this proposal, including ongoing/active projects, whether identified by the proposer or not.

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

4. **Project Approach/Major Milestone Schedule**

- (a) Provide a brief, overall narrative description (developed in specific response to this proposal) of the proposer's proposed approach to this project. This description of **how** the work will be done should include, but not be limited to the following factors: quality control, quality assurance, schedule control, and testing and inspection services, noting work to be done by the proposing firms' own forces.
 - i. Submit a Major Milestone Schedule (loose Form Package, duplicate as necessary), showing the proposed dates for completion of the indicated elements of work.

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

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

5. **Proposer's Company Profile**

- (a) Company Profile: Complete the Company Profile Form (Loose Forms Package). Include a brief, but informative, history of the firm.
- (b) Annual Construction Volume: Complete the Annual Construction Volume/number of Projects form (Loose Forms Package). Provide the annual construction volume and number of projects for the firm for the last three (3) years.
- (c) Current Workload: Complete the Current Workload form (Loose Forms Package). Provide list of current projects on which the firm is committed, with the dollar volume and time frame for each. Describe the firm's ability to accomplish the proposed services on this project within specified time frames (this is in addition to the information required in other paragraphs).

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

6. **Economic Benefit to Maryland:***

- (a) Offerors shall submit with their proposals a narrative describing the estimated benefits that will accrue to the Maryland economy as a direct or indirect result of their performance of this contract (the "Qualifying Reference" project cost of \$3 Million as cited in Section 00300 (Proposals & Evaluation), paragraph F.1.b of this RFP should be used as the basis). Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered. Offerors shall take into consideration the following factors (**Please do not include any details of the price proposals with this information**):
 - 1. The estimated percentage of contract dollars to be recycled into Maryland's economy in support of the contract, through the use of

Maryland subcontractors, suppliers and joint venture partners. Be as specific as possible. Provide a breakdown of expenditures in this category.

2. The number and types of jobs for Maryland residents resulting from the contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the contractor has committed at both prime and, if applicable, subcontract levels.
3. Tax revenues to be generated for Maryland and its political subdivisions as a result of the contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
4. Estimated Percentage of Subcontract/Supplier dollars committed to Maryland small business and MBEs. (These are also included under the first category (a) above.)
5. Estimated percentage of Subcontract/Supplier dollars committed to "local" Maryland businesses. For purposes of this proposal, a "local" Maryland business is a business with its primary base of operations located in the same county as the job site for this project, or a Maryland business located within twenty-five (25) miles of the job site.
6. Other benefits to the Maryland economy which the offeror promises will result from awarding the contract to the offeror. Describe the benefit, its value to the Maryland economy (in terms of percentages), and how it will result from the contract award.

EVALUATION CRITERIA: *Consideration will be given to proposals offering the most benefit to Maryland, considering the aggregate of items (1) through (6) above.*

G. PRICE PROPOSAL AND ENCLOSURES

1. **Only firms that are considered technically acceptable and susceptible for award following the evaluation of Technical Proposals and Oral Presentations (if exercised) will be invited to submit Price Proposals:** Proposers shall submit one (1) original of the Price Proposal and all required forms when requested by the Procurement officer.
2. The Price Proposal and all required forms shall be submitted in a via electronic box. The heading shall have the proposer's name, RFP number and the project name prominently displayed, together with the words "Price Proposal"

3. The Price Proposal and all required forms shall be completed in ink or typed; erasures and/or alterations shall be initialed in ink by the signer.
4. The following documents must be submitted with the Price Proposal.
 - (a) Price Proposal Form (Note: Proposers shall provide prices for all items on price proposal form).
 - (b) A five percent (5%) Proposal Bond, on the form provided by the University, will be required if the proposal price exceeds \$100,000. (Attachment C)
 - (c) Proposal Affidavit, using the form (Attachment A) provided by the University.
 - (d) Conflict of Interest Information/Affidavit and Disclosure, using the form (Attachment B) provided by the University.
 - (e) Social Responsibility Affidavit, using the form (Attachment D) provided by the University.
 - (f) Certification Regarding Investment Activities in Iran enclosed with this document (Attachment E) must be executed by each responding proposers and submitted with the price proposal
 - (g) MBE Attachments 1A & 1B as outlined in Section 00100, Paragraph DD (Article 3 Minority Business Enterprises Participation: Construction-November 2014. Rev).
 - (h) Apprenticeship Requirements for Public Work Contracts, Apprenticeship Training Fund Verification Contractor Affidavit, and Apprenticeship Training Fund Verification Subcontractor Affidavit enclosed with this document (Attachment F) must be executed by each responding proposers and submitted with the price proposal.

H. PRICE PROPOSAL EVALUATION

1. Price Proposals will only be evaluated for those proposers determined by the Procurement Officer to be technically acceptable and susceptible of award.
2. Price Proposals will not be opened publicly.
3. Price Proposals will be evaluated by the Procurement Officer on the basis of the base price proposed plus any Add/Deduct Alternates accepted by the University.

I. BEST AND FINAL OFFERS

1. When the Procurement Officer determines it is in the best interest of the University, proposers may be permitted to revise their proposal by submitting a best and final offer or series of best and final offers.
2. The Procurement Officer shall establish a due date and time for best and final offers.
3. A proposer's previous offer shall be deemed final unless a new best and final offer is submitted as requested.

J. FINAL PROPOSAL RATING

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

K. EVIDENCE OF RESPONSIBILITY

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

END OF SECTION 00300

PART II

**GENERAL TERMS AND CONDITIONS
OF THE CONTRACT**

(Under Separate Cover)

The documents are available per the following link:

<https://umd.box.com/s/bs9fruadeyjuw5vvile04ifsgeuaz58f>

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



Contract Number: ----

Project No: ----

Proposal No: ----

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

LONG FORM CONTRACT

THIS AGREEMENT made the --- day of ---, **Two Thousand** --- by and between --- hereinafter referred to as "Contractor", and the University of Maryland, College Park, hereinafter referred to as "Owner".

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

Article 1. Scope of Project -- The Contractor shall furnish all of the materials and perform all of the work as described in **Request for Proposal No. ----**, entitled "-----", **including referenced drawings and specifications; and Amendment No. ----, and Clarification No. ----, (inclusive)** and shall do everything required by this Agreement, the General Terms and Conditions of the Contract, and said specifications and drawings, all of which are made a part hereof and are referred to herein as "The Contract". There follows a list of said drawings and proposal:

Drawings: As issued with RFP No. ---- .

Proposal: Contractor's Technical and Price Proposal dated -----.

Article 2. Time of Completion -- The project shall commence **upon receipt of Owner's Notice To Proceed**, and shall be completed **within ____ calendar days thereafter. If the work is not completed within ____ calendar days from Notice To Proceed date, the Contractor will be liable for Liquidated Damages of ____ per calendar day late as specified in the General Terms and Conditions of the contract.**

Article 3. The Contract Price -- The Owner shall pay the Contractor (subject to additions and deductions specified herein) as follows:

Total Contract Amount: (Written & Figures)

Price Breakdown:

Base Contract Price of: (Written & Figures)

Add Alternate: Description & (Written & Figures)

Unit Prices:

Unit Price No. 1: ----Description.....

Article 4. Special Provisions

A. -- --- hereby agrees to enter into Contract with the noted minority Contractors/Suppliers to perform the following:

<u>Name of Contractor/Supplier</u>	<u>M DOT Certification #</u>	<u>Type of Work/Services</u>	<u>Amount</u>	<u>Contract %</u>
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B. Contractor shall coordinate all work with and shall contact University Project Manager, five (5) working days prior to starting any work.

Article 5. Manner of Payment -- The Owner shall make payment on account of the contract price, as follows:

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

Contractors Federal Tax Identification No. -----

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

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

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

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

Article 6. Acceptance and Final Payment -- Final payment to be due **30** days after acceptance of the entire project, but not until the project has been fully completed and the Contract fully performed. Upon receipt of written notice that the project is ready for final inspection and acceptance, said Owner shall promptly inspect the same. When he finds the work and materials acceptable under the Contract and the Contract fully performed, and upon receipt of evidence satisfactory to him that all payrolls, material bills and other indebtedness connected with the project have been paid, said Owner shall promptly issue a final certificate, signed by him. Said certificate shall state that the Contract has been fully performed according to its terms and that the work performed and materials furnished thereunder have been accepted by the Owner as being in accordance with the Contract; and shall set forth the balance found by said Owner to be due and payable to the Contractor.

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

Fill out Company Name

City, State & Zip Code

Contractor

UNIVERSITY OF MARYLAND, COLLEGE PARK

Owner

Signature

Signature

Print or Type Name

Print or Type Name

Title

Title

Date: _____

Date: _____

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

Budgetary Data: Req. No. ----- K.F.S. -----

Title: Facilities Management/Department of Architecture, Engineering & Construction

CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

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

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

Name and Department ID

Number: _____ Address: _____

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

Name and Department ID Number: _____

Address: _____.

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

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

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

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

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

NOTE: The political contribution disclosure form is available at

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

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

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

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

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

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

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

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

(ii) The business's policy of maintaining a drug and alcohol free workplace;

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

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

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

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- (i) Take appropriate personnel action against an employee, up to and including termination; or
- (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

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

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

(4) I acknowledge and agree that:

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

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____

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

_____ (signature of Authorized Representative and Affiant)



**UNIVERSITY OF
MARYLAND
MODIFICATION OF CONTRACT**

1. MODIFICATION NUMBER M00--		2. DATE ISSUED ---		3. NUMBER OF PAGES -----	
4. ISSUED BY UNIVERSITY OF MARYLAND DEPARTMENT OF PROCUREMENT AND STRATEGIC SOURCING CONSTRUCTION AND FACILITIES PROCUREMENT 0410 SERVICE BUILDING COLLEGE PARK, MARYLAND 20742-6050 POINT OF CONTACT: --- TELEPHONE NUMBER: 301-405---- FACSIMILE NUMBER: 301-314-3011 ELECTRONIC MAIL ADDRESS: ----@UMD.EDU			5. ADMINISTERED BY (If other than Item 4)		
6. NAME, ADDRESS AND FEI NUMBER OF CONTRACTOR -----' FEI NO. ----			7A. MODIFICATION OF CONTRACT NUMBER ----		7B. DATED ----
8. The Referenced Contract is Modified In the Following Particulars Only.					
A. THIS CONTRACT MODIFICATION IS ISSUED UNILATERALLY TO MAKE THE CHANGES SET FORTH IN ITEM 9 (below) PURSUANT TO THE CHANGES CLAUSE CONTAINED IN PART II, SECTION I OF THE CONTRACT REFERENCED IN 7A ABOVE.					
B. THE CONTRACT REFERENCED IN 7A ABOVE IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as billing address, accounting data, etc.) SET FORTH IN ITEM 9 (below).					
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO TO MODIFY THE CONTRACT REFERENCED IN 7A ABOVE AS SET FORTH IN ITEM 9 (below).				
D. OTHER (Specify Type of Modification)					
E. IMPORTANT: CONTRACTOR [] IS NOT, [X] IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u> 2 </u> ORIGINALS TO THE ISSUING OFFICE IDENTIFIED IN ITEM 4.					
9. DESCRIPTION OF MODIFICATION (Use Additional Pages if Required) <p align="center">Continued on page 2</p> Except as provided herein, all prices, terms and conditions of the document referenced in Item 7A, including previous modifications, if any, shall remain in full force and effect.					
10A. NAME AND TITLE OF SIGNER (Contractor - Type or Print)			11A. NAME OF PROCUREMENT OFFICER (Type or Print) -----		
10B. CONTRACTOR (Signature of Person Authorized to Sign)	10C. DATE SIGNED	11B. UNIVERSITY OF MARYLAND (Signature of Procurement Officer)		11C. DATE SIGNED	

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

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

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

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

SPECIAL TERMS AND CONDITIONS:

- A. Contractor shall coordinate all work with and shall contact ----, at (301) 405-----, twenty four (24) hours prior to starting any work.
- B. This modification of contract resolves all claims for delays, disruptions, escalation and extended cost arising out of or related to cost or time, whether known or unknown, asserted or unasserted. The terms and conditions of this modification of contract constitute a full accord and satisfaction of the University and the Contractor for all costs and time of performance related to the actions described or referenced herein.

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

PERFORMANCE BOND

Principal _____ Business Address of Principal _____

Surety _____ Obligee _____

a corporation of the State of
and authorized to do business in the State of Maryland

STATE OF MARYLAND
By and through the following
Administration University of Maryland, College Park.

Penal Sum of Bond (express in words and figures):

BOND NO. Date of Contract **Month, date(st, nd or th), year**
Date Bond Executed **Month, date(st, nd or th), year**

Description of Contract:

Contract Number:

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State of Maryland, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions contained in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within fifteen (15) days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

PERFORMANCE BOND

In Presence of:
Witness

Individual Principal

..... as to(SEAL)

In Presence of:
Witness

Co-Partnership Principal

.....(SEAL)
(Name of Co-Partnership)

..... as to By:(SEAL)

..... as to(SEAL)

..... as to(SEAL)

Corporate Principal

.....
(Name of Corporation)

Attest:

.....
Corporate Secretary

By:
President

AFFIX
CORPORATE
SEAL

.....
(Surety)

Attest:

(SEAL)

By:
CORPORATE
SEAL

AFFIX
CORPORATE
SEAL

.....
Signature Title

.....
(Printed or Typed Name)

.....
(Printed or Type Name)

Bonding Agent's Name:

.....
(Business Address of Surety)

.....
(Telephone Number)

Agent's Address

Telephone Number

PAYMENT BOND

Principal

Business Address of Principal

Surety
a corporation of the State of
and authorized to do business in the State of Maryland

Obligee
STATE OF MARYLAND
By and through the following
Administration University of Maryland, College Park.

Penal Sum of Bond (express in words and figures):

BOND NO.

Date of Contract Month, date(st, nd, or th), year

Date Bond Executed Month, date(st, nd or th), year

Description of Contract:

Contract Number:

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized to do business in Maryland, and having business addresses as shown above, are held and firmly bound unto the Obligee named above, for the use and benefit of claimants as hereinafter defined, in the Penal Sum of this Payment Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns jointly and severally, firmly by these co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished, supplied and reasonably required for use in the performance of the Contract, then this obligation shall be null and void otherwise it shall remain in full force and effect, subject to the following conditions:

- 1. A claimant is defined to be any and all of those persons supplying labor and materials (including lessors of the equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and sub-contractors in the prosecution of the work provided for in the Contract, entitled to the protection provided by Section 9-113 of the Real Property Article of the Annotated Code of Maryland, as from time to time amended.
2. The above named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full may, pursuant to and when in compliance with the provisions of the aforesaid Section 9-113, sue on this Bond for the use of such claimant, prosecute the suit to final judgement for such sum or sums as may be justly due claimant and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Payment Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Payment Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is

doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

PAYMENT BOND

In Presence of: Individual Principal
 Witness
 as to(SEAL)

In Presence of: Co-Partnership Principal
 Witness
(SEAL)
 (Name of Co-Partnership)

..... as to By:(SEAL)
 as to(SEAL)

..... as to(SEAL)
 Corporate Principal

.. (Name of Corporation)

Attest: Corporate Secretary By:CORPORATE SEAL
 President

.....(Surety)

Attest: (SEAL) By:CORPORATE SEAL
 Title

..... Signature

.....(Printed or Typed Name)(Printed or Typed Name)

Bonding Agent's Name:

.....
(Business Address of Surety)

.....
(Telephone Number)

Agent's Address

.....

Telephone Number

PART IV
SPECIFICATIONS
AND
DRAWINGS

The documents are available per the following link:
<https://umd.box.com/s/bs9fruadeyjuw5vile04ifsgeuaz58f>