



***Request for Proposal (RFP)***  
***No. 111972***  
***For***  
***Facilities Master Plan***

Issue Date	August 5, 2021
Pre-Proposal Conference	August 13, 2021 at 2:00 P.M.
Deadline for Questions	August 26, 2021 at 3:00 P.M.
Proposal Due Date	September 9, 2021 3:00 P.M.
Contract Award Date (estimated)	November 2021
Project Completion	September 2023

**WARNING:** Contractors who have received this document from a source other than eMaryland Marketplace Advantage should visit the State's eMaryland Marketplace (EMMA) website and register as a Vendor. The University uses this web site to post solicitation and all solicitation amendments. The University does not maintain a Proposers/Bidders list.

**Consultants are cautioned not to make changes to any of the terms and conditions in this solicitation. Doing so may render a Consultants proposal unacceptable and subject to rejection. Questions and comments may be addressed to the point of contact identified in Section A-1, Item 9 of this document.**

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**PART I – THE SCHEDULE**  
**SECTION A-1 – SOLICITATION / CONTRACT FORM**

1. CONTRACT NUMBER	2. SOLICITATION NUMBER	3. TYPE OF SOLICITATION	4. DATE ISSUED	5. REQUISITION NUMBER
	<b>RFP No. 111972</b>	<b>Competitive Sealed Proposal</b>		

6. ISSUED BY  
UNIVERSITY OF MARYLAND  
DEPARTMENT OF PROCUREMENT AND  
BUSINESS SERVICES  
2113-R CHESAPEAKE BUILDING  
4300 TERRAPIN TRAIL  
COLLEGE PARK, MARYLAND 20742

7. ADDRESS PROPOSAL TO  
**BOX LINK PROVIDED IN RFP DOCUMENT**

**SOLICITATION**

8. Sealed proposals in original plus number of copies specified in Section A-2, Subsection D for furnishing the supplies or services in the Schedule will be received at the location specified in Item 7 (if no location is specified in Item 7, then the location specified in Item 6) until the date and time specified in Section A-2, Subsection E.

CAUTION – LATE Submissions, Modifications, and Withdrawals; see Section A-2, Subsection F entitled "Late Proposals". All offers are subject to all terms and conditions contained in this solicitation.

9. FOR INFORMATION CALL	A. NAME	B. TELEPHONE (NO COLLECT CALLS)	C. E-MAIL ADDRESS	D. FAX NUMBER
	<b>Karen Elvidge</b>	AREA CODE <b>301</b>	NUMBER <b>405-3269</b>	
			<a href="mailto:kelvidge@umd.edu">kelvidge@umd.edu</a>	N/A

**OFFER (Must be fully completed by Consultant)**

10. In compliance with the above, the undersigned agrees, if this offer is accepted within the time period specified in Section A-2, Subsection G, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

**11. ACKNOWLEDGEMENT OF AMENDMENTS**

The Consultant acknowledges receipt of all amendments to the SOLICITATION.

This contract incorporates the Solicitation/Request for Proposal and any amendments thereto, as well as Consultants proposal and amendments thereto. In the event of a discrepancy between the terms of this contract, including amendments and modifications made thereto, and Consultants proposal and amendments thereto, the discrepancy shall be resolved by giving precedence in the following order:

- a) This Contract, including the Solicitation/Request for Proposal and amendments and modifications made thereto
- b) Consultant's proposal, including amendments and modifications made to the proposal.

This contract, including the documents incorporated by reference and any negotiated changes prior to contract award, contains the entire agreement of the parties and supersedes all prior agreements and understandings, oral or otherwise, between the parties.

12. NAME, ADDRESS AND FEI NUMBER OF CONSULTANT	13. CONSULTANT REMIT-TO ADDRESS	14. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Print or Type)
15. TELEPHONE NUMBER	16. SIGNATURE	17. OFFER DATE
AREA CODE		
NUMBER		
EXT.		

**AWARD (To be completed by University)**

18. ACCEPTED AS TO ITEMS LABELED	19. AMOUNT	20. FRS ACCOUNT NUMBER

21. ADMINISTERED BY (If other than Item 6)

22. NAME OF PROCUREMENT OFFICER  <b>(Type or Print)</b>	23. UNIVERSITY OF MARYLAND  (Signature of Procurement Officer)	24. AWARD DATE
IMPORTANT – Award will be made on this Form or by other authorize5d official written notice.		

## **Section A-2 -- Instructions, Conditions and Notices to Consultants**

### **A. ISSUING OFFICE**

The sole point of contact at the University of Maryland, College Park (hereinafter “University” or “University of Maryland”) for purposes of this Request for Proposal (RFP) is the Issuing Office. The location of the Issuing Office is contained in Part I, Section A-1, Item 6 of this document. Point of contact information is listed in Part I, Section A-1, Items 9(a) through 9(d) of this document.

### **B. PRE-PROPOSAL CONFERENCE:**

A pre-proposal teleconference is scheduled for Friday, August 13, 2021 at 2:00 PM. Conference details as follows:

Join Zoom Meeting: <https://umd.zoom.us/j/7727457483>

Each Consultant is responsible for reading carefully and understanding fully the terms and conditions of this RFP. All contact between Consultants and the University will be formally made at scheduled pre-proposal conference. Each Consultant is responsible for reading carefully and understanding fully the terms and conditions of this RFP. All contact between Consultants 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 [kelvidge@umd.edu](mailto:kelvidge@umd.edu) and received at the Issuing Office no later than, **Thursday, August 26, 2021 at 3:00 P.M.. EDT**, local time College Park, MD. Such requests should contain the following: **“QUESTIONS: RFP No.111972”** Only written communications relative to the procurement shall be considered. Electronic mail is acceptable method for submission of questions. It is incumbent upon the Consultant to verify University receipt of their questions.

All questions will be answered in writing and transmitted electronically. Both questions and answers will be distributed, without identification of the inquirer(s), to all Consultants who are on record with the Procurement Officer as having received this RFP. No oral communications can be relied upon for proposal purposes.

To the extent that a question causes a change to any part of this RFP, an amendment shall be issued addressing such.

### **C. SUBMISSION OF PROPOSALS**

As a result of the COVID-19 pandemic, the University is requesting that respondents submit proposals via document upload at: <https://umd.app.box.com/f/e47abf4e381c465c9d0a87b1be81960f>

Technical proposal should be submitted named as: **RFP 111972 Technical and identified by name of firm.** Provide contact email in space provided on the submission page.

### **D. CLOSING DATE**

Proposals must arrive at the box account on or before **Thursday, September 9, 2021, 3:00 p.m. EDT**, local time Park, MD, as applicable, in the format set forth herein. Submit only Technical Proposal to:

There shall be no public opening of the proposals. The names of Consultants will not be released until after award.

## **E. LATE PROPOSALS**

Any proposal, request for withdrawal, or modification of a proposal including a Best and Final Offer (BAFO) that is not received at the designated location, time and date set forth herein will be considered late and shall not be considered. Submittal of the proposal to the specified location by the prescribed time and date is the sole responsibility of the Consultant. Exceptions may be authorized, at the sole discretion of the Procurement Officer, when the reason for the late proposal, late request for withdrawal, late modification of a proposal or BAFO is due to the action or inaction of the University. A record of the late proposal, request for withdrawal, modification of a proposal or BAFO shall be made in the appropriate procurement file.

## **F. DURATION OF PROPOSAL OFFER**

Proposals shall be valid for a minimum of 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 120 days, unless the Consultant gives specific written notice to the Procurement Officer at least 15 days before the expiration of the then current 120 day period. Proposals shall automatically renew for an additional 120 days until such time as an award is made or proper written notice is given to the University of Consultants intent to withdraw its proposal. By submission of a proposal, Consultant guarantees that its offer shall be firm for the period specified above.

## **G. AMENDMENTS TO THE RFP**

If it becomes necessary to revise any part of this RFP, notice of the revision will be given in the form of an amendment to Consultants. All amendments will be posted to eMaryland Marketplace Advantage and shall become a part of this RFP. Each Consultant must acknowledge receipt of amendments, and the failure of a Consultant to acknowledge any amendment shall not relieve the Consultant of the responsibility for complying with the terms thereof.

## **H. ALTERNATE PROPOSALS**

The University will not consider alternate technical proposals.

## **I. ECONOMY OF PREPARATION**

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

## **J. UNABLE TO PROPOSE**

If Consultant is unable or unwilling to submit a proposal in response to the requirements, Consultant must indicate such in writing to the Procurement Officer on or before the proposal due date. Hard copy, facsimile and electronic mail are acceptable. Please include a brief explanation of the rationale for non-submission of a proposal.

## **K. PUBLIC INFORMATION ACT NOTICE**

Consultants shall specifically identify those portions of their proposals that they deem to contain confidential, proprietary information or trade secrets and shall provide specific justification, with respect to each separate portion identified, 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.

In order for such claims of confidentiality to be considered, Consultants must clearly identify and provide



individual justification for each and every section that is claimed to contain confidential, proprietary information or trade secrets. It is **NOT** sufficient to preface your proposal with a proprietary statement, or to use a page header or footer that arbitrarily marks some or all pages as confidential. General claims of confidentiality or similar blanket designations shall not be effective.

## **L. ONE VOLUME PROPOSAL**

The selection procedure for this procurement requires an independent evaluation of the technical proposals. This separation allows for evaluation of technical proposals on their technical merit only. Only those firms that pass the Technical Proposal will be provided the Price Proposal. See Part IV, Section L for additional details pertaining to the evaluation process.

### **1. TECHNICAL PROPOSAL**

The information/items specified herein must be addressed in the technical proposal. The proposal must expressly indicate that it satisfies each point of the RFP requirements and specifications listed below. Simple YES or NO responses to stated requirements are insufficient. Rather, the Consultant must describe in detail how the proposed products and/or services meet or exceed the stated requirements. Additionally, the Consultant must explain any exception or deviation from the requirements.

Consultants are urged to read the specifications very carefully and to submit their questions, in writing, by the due date for questions (**August 26, 2021 at 3:00 P.M.**). Misinterpretation of specifications by the Consultant shall not relieve the Consultant of responsibility to accurately address the requirements of this RFP or to perform the contract, if awarded.

This volume should be prepared in a clear and concise manner with pages numbered.  
Volume I must contain the following sections:

#### **a. EXECUTIVE / MANAGEMENT SUMMARY**

The Executive/Management Summary should contain a brief synopsis of how the offeror's proposal meets the needs of the University. The letter shall be signed by an individual authorized to bind the firm to all statements contained therein, and written on the offeror's letterhead.

#### **b. COMPANY PROFILE/CAPABILITIES**

Provide a brief history of the offeror, the locations of headquarters and regional offices, indicate which office will do the work, the number of employees, the state where the offeror is incorporated or otherwise organized to do business and the year the offeror was first organized to do business as the entity which exists now. Indicate if there are any plans for merger or change of ownership in the next 12 months following the proposal due date; disclose anything that can be construed as a conflict of interest between the University and the offeror. Identify all sub consultants or third party service providers and their anticipated role in the project. Provide a brief narrative to identify capabilities to perform the requirements identified in the Statement of Work. List resources, relevant experience and other factors. If the proposal is a joint venture include one additional page per joint venture member.

#### **c. PROJECT ORGANIZATIONAL CHART & PROJECT ROLES**

Provide an organizational chart detailing the offeror's organizational structure to support the requirements of this RFP. Show the name, title, professional designation of all the individuals listed. Show sub consultants if any, and the working relationship between the offeror and its sub consultants. Outline the specific role and responsibilities in support of this effort (i.e. John Doe,

AIA, CCM, Project Manager, single point of contact with the University, responsible for overall supervision and quality control, etc.). Also provide a summary matrix of prime and sub consultant prior working relationship.

**d. KEY PERSONNEL/RESUMES**

Provide the resumes of key personnel previously identified in the project organizational chart. The resumes must include the following information: Name, education, number of years of professional experience, number of years with the company, brief background, experience (work history) specifically detailing roles and responsibilities, professional designation and professional associations. 1 page per resume.

**Qualification Requirements of Key Personnel**

***Principal in Charge:*** Senior level position from prime/proposing Planning Team (such as Vice President) who will oversee the project from an executive level and to whom the Planning Team Project Manager directly reports. A minimum of 15-years of experience in the direction of significant, complex planning projects at the executive level is required.

***Project Manager:*** Professional, licensed architect or engineer from the prime/proposing planning firm with a minimum of 10-years of experience in and who is responsible for the management of the overall team, process, work plan / schedule, and the completion of the planning documents.  
***Senior Campus Planner:*** Professional, licensed architect or certified planner, with a minimum of 10-years of experience in and who is responsible for the physical planning, programing and documentation of the project.

***Building Architect:*** Licensed professional(s) with a minimum of 10-years of experience in and who is responsible for creative designs concepts and solutions for the planning and urban design framework. Must have demonstrated experience with the physical development aspects of campus/district plans, new building design, building adaptive reuse / major additions, renovations, heritage, sustainability and the integration of related site and transportation infrastructure.

***Facility Programmer / Space Planner:*** Certified professional with a minimum of 10 -years of experience in and who is responsible for developing a university space uses analysis, analyzing university growth projections, school and college programs and development plan, and determining use and space requirements for all proposed priority projects.

***Traffic / Parking Engineer :*** Licensed professional(s) with demonstrated expertise with a minimum of 10-years of experience in and who are responsible for pedestrians (ADA) mobility and multi-modal circulation systems - two-wheeled vehicles (bicycles, scooters, etc.); single-occupant automobiles, service/delivery / emergency vehicles; parking – (surface and structures); transit (Shuttle-UM and Metro Buses and (Purple Line) light rail).

***Landscape Architect:*** Licensed professional landscape architect(s) with a minimum of 10-years of experience in and who are directly responsible for the landscape planning and design aspects of the campus and district plans framework, including campus gateways, open spaces (conservation / renewal /enhancements and new places), natural systems, pedestrian circulation and integration with transportation networks.

***Site Civil Engineer:*** Licensed, professional civil engineer with a minimum of 10-years of experience in and who is directly responsible for the civil engineering aspects of the plan, including water, sanitary, storm water management, and forest conservation

***Environmental Engineer / Planner:*** Certified professional with a minimum of 10-years of

experience in and with demonstrated expertise responsible for leading, coordinating and integrating all aspects of sustainability in the planning process, including natural systems (streams, wetlands, forest), developing a forest stand delineation, storm water treatment for future development and MS4 permit compliance, existing and potential University sustainability programs and initiatives and advancing the President's Climate Action Plan.

***Environmental Graphics Designer:*** professional with a minimum of 10-years of experience in and who is responsible for developing a campus wayfinding and signage system; existing and potential public art; signage design guidelines and standards (including ADA) with a focus on the main campus, and including, identity and multi-modal circulation network interfaces and connectivity for the geographic scope of the FMP.

***Mechanical Design Engineer:*** Licensed, professional mechanical engineer with a minimum of 10-years of experience in and who is directly responsible for the mechanical infrastructure design of the plan, including distributed utilities such as steam and chilled water.

***Electrical Design Engineer:*** Licensed, professional electrical engineer with a minimum of 10-years of experience in and who is directly responsible for the electrical and telecommunications infrastructure design of the plan.

Resumes shall not be submitted for the design team's following non key personnel. Non key personnel minimum requirements are listed below:

***Energy Engineer:*** Licensed professional with a minimum of 10-years of experience in and who is responsible for identifying energy saving opportunities, energy conservation, alternative energy systems (solar, others) energy co-generation, distributed electrical generation; and lead discussions and studies for centralized control plant vs. satellite plants vs. building-centric systems; and resiliency and risk assessments for critical infrastructure distribution networks

***Recreation Sports Consultant:*** Professional with a minimum of 10-years of experience in and who is responsible for assessing and prioritizing existing and recommending needs for campus recreation / wellness and intercollegiate programs, facilities and sports fields. Provides utilization analysis of existing facilities and is able to prioritize needs.

***Strategic Communications /Graphics Coordinator:*** Professional with a minimum of 10-years of experience in and who is directly responsible to coordinate the multi-disciplinary specialists including information technology (IT) specialists, Geographic Information Systems (GIS) specialists AUTOCAD-Revit, graphic artists / illustrators. Multi-media (2D& 3D, print) work products for Work Group scope deliverables by the FMP Consultant Team will be provided at significant milestones, including FMP final deliverables, including a communications plan for required FMP final approvals and webpage communications.

***Cost Estimator:*** Experienced professional with a minimum of 10-years of experience in and who is directly responsible for budget cost estimating of the major plan components and priority capital projects, including the integration of related site and infrastructure.

#### e. **EXPERIENCE ON SIMILAR PROJECTS**

Listing of five similar projects undertaken by the firm within the last ten years. Insure there are at least four projects related to university facilities master planning. For each provide:

- Name and size of the project
- Client name, address, phone number, email address, point of contact
- Description of objective & scope of the project

- Outline of major content areas covered
- The approach/methodology taken and what significant obstacles were overcome
- Similarities of the referenced project to this project
- Contract cost
- Start date, original completion date at time of award and the actual completion date of the project
- Name of the firm's project manager for the referenced project, address, and current telephone number
- List of key personnel who worked on the project and summary matrix of all projects and participation of key personnel.

**f. PROJECT MANAGEMENT PLAN**

Describe the project management approach for conducting the Facilities Master Plan. Describe how the work will be managed, lines of authority and communication executed, and note resources to be employed during the execution of the work. Additionally, describe and provide the following:

- Work plan (schedule): Provide a schedule showing how the offeror intends to execute the work within the specified RFP period of performance. Within the schedule, from Notice to Proceed, to Project Completion, provide a breakdown of the anticipated activities, milestones, durations, and the number and type of meetings that will be required to complete phase work. Using a narrative or graphic, show and discuss management of resources and teams, anticipated work tasks, task durations and anticipated productivity.
- Quality control: Provide a narrative describing quality control measures that will assure the deliverables will meet the requirements and expectations of the University.
- Describe how firms will work together to ensure the entire scope of this RFP is covered while avoiding having two or more firms execute duplicate tasks (Examples: facilities cost, building analysis, etc.).

**M. CANCELLATION OF THE RFP**

The University may cancel this RFP, in whole or in part, or reject all proposals submitted in response to the RFP when such action is determined to be fiscally advantageous to the University and/or the State or otherwise in the best interest of the University and/or the State.

**N. SOLICITATION, PROPOSAL ACCEPTANCE, AWARD AND DISCUSSIONS**

This RFP creates no obligation on the part of the University to award a contract or to compensate Consultants for proposal preparation expenses. The University reserves the unilateral right to cancel this solicitation at any time and to accept or reject any and all proposals, in whole or in part, received in response to this RFP; the unilateral right to award a contract in whole or in part; to award a contract to one Consultant; to waive or permit cure of minor irregularities; and to conduct discussions with Consultants in any manner necessary to serve the best interest of the University. Discussions may be conducted with those Consultants who submit proposals initially judged by the Procurement Officer to be reasonably susceptible of being selected for award. However, the University reserves the right to award a contract based upon the proposals received without further discussions.

**O. EVIDENCE OF RESPONSIBILITY**

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

**P. ELECTRONIC FUNDS TRANSFER (EFT)**

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/General\\_Accounting\\_Division/Vendors/Electronic\\_Funds\\_Transfer/](http://compnet.comp.state.md.us/General_Accounting_Division/Vendors/Electronic_Funds_Transfer/)

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 PART II, Contract Clauses, Section I for additional information.

**Q. FORMATION OF AGREEMENT/CONTRACT WITH SUCCESSFUL CONSULTANT**

This Contract shall also include any other forms or documents deemed necessary by the Procurement Officer. This RFP and any resulting contract shall be governed by the University System of Maryland Procurement Policies and Procedures, and University of Maryland Procurement Policies and Procedures. These policies and procedures may be viewed at the following web site: [www.purchase.umd.edu](http://www.purchase.umd.edu). From the main menu, select the category "Policies and Procedures".

**R. 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. Debriefings shall be conducted at the earliest feasible time.

**S. CONTRACT IMPLEMENTATION MEETING**

Consultant receiving an award under this solicitation may be required to attend a Contract Implementation Meeting to be held after contract award, as scheduled by the Procurement Officer. The location and agenda for this meeting will be communicated to the Consultant by the Procurement Officer.

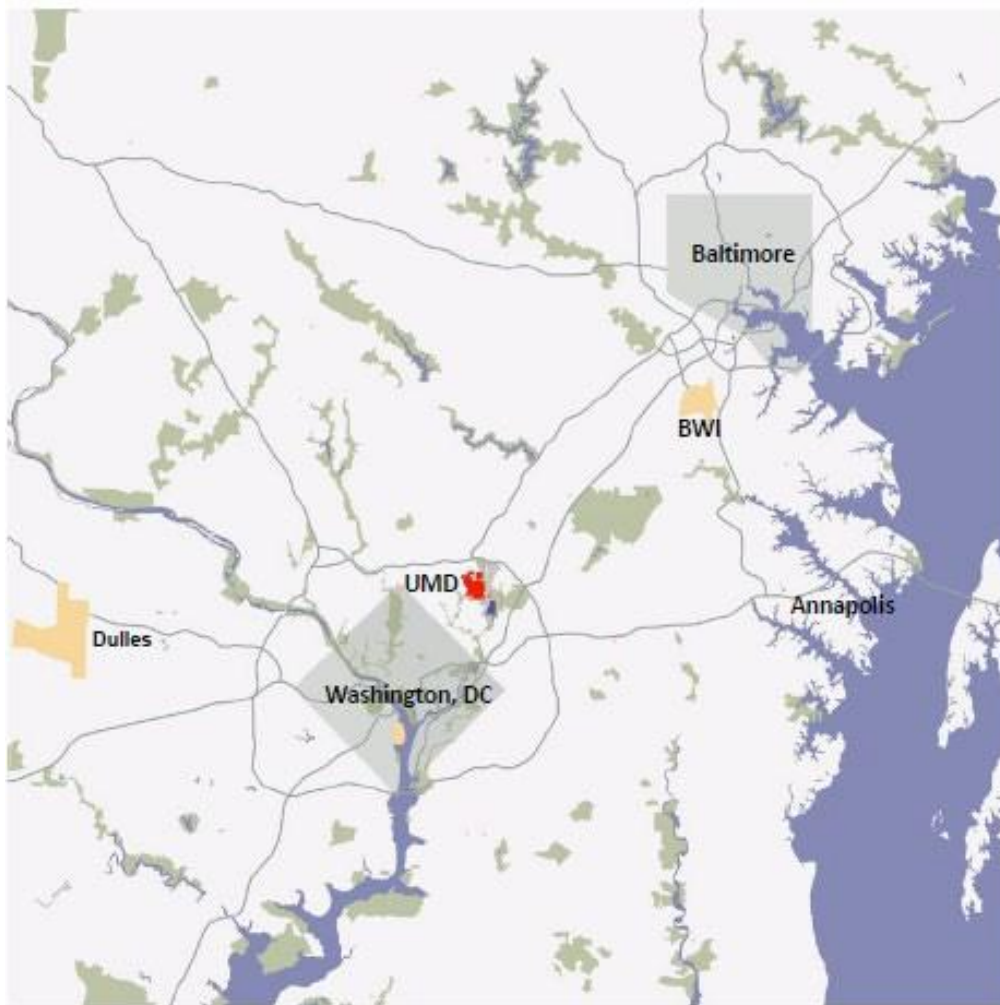
## **Section C – Description/Specifications/Statement of Work**

### **1.1 BACKGROUND**

The University of Maryland—College Park is a public institution that was founded in 1856. The College Park campus is a Top 20 research university and the Flagship University of the University System of Maryland. With an enrollment of approximately 30,900 undergraduates and 9,800 graduate students, the University of Maryland (UM) offers doctoral, master's, and bachelor's degrees to students from all over the United States and 100+ different countries. The University of Maryland's main campus consists of over 14 million gross square feet (GSF) with over 250 buildings (excludes off-campus and leased facilities).

The University which offers students a suburban lifestyle over a campus that comprises over 1,340 acres is conveniently situated within the Baltimore-Washington metropolitan area, 25 miles south of the city of Baltimore, 5 miles north of Washington, D.C. and 26.5 miles east of Annapolis, and is accessible by air, rail, bus and/or auto. The campus lies within the City of College Park boundaries and represents approximately 40 percent of the city's total land area.

**Figure C-1: University Location in the Baltimore-Washington Metropolitan Area**

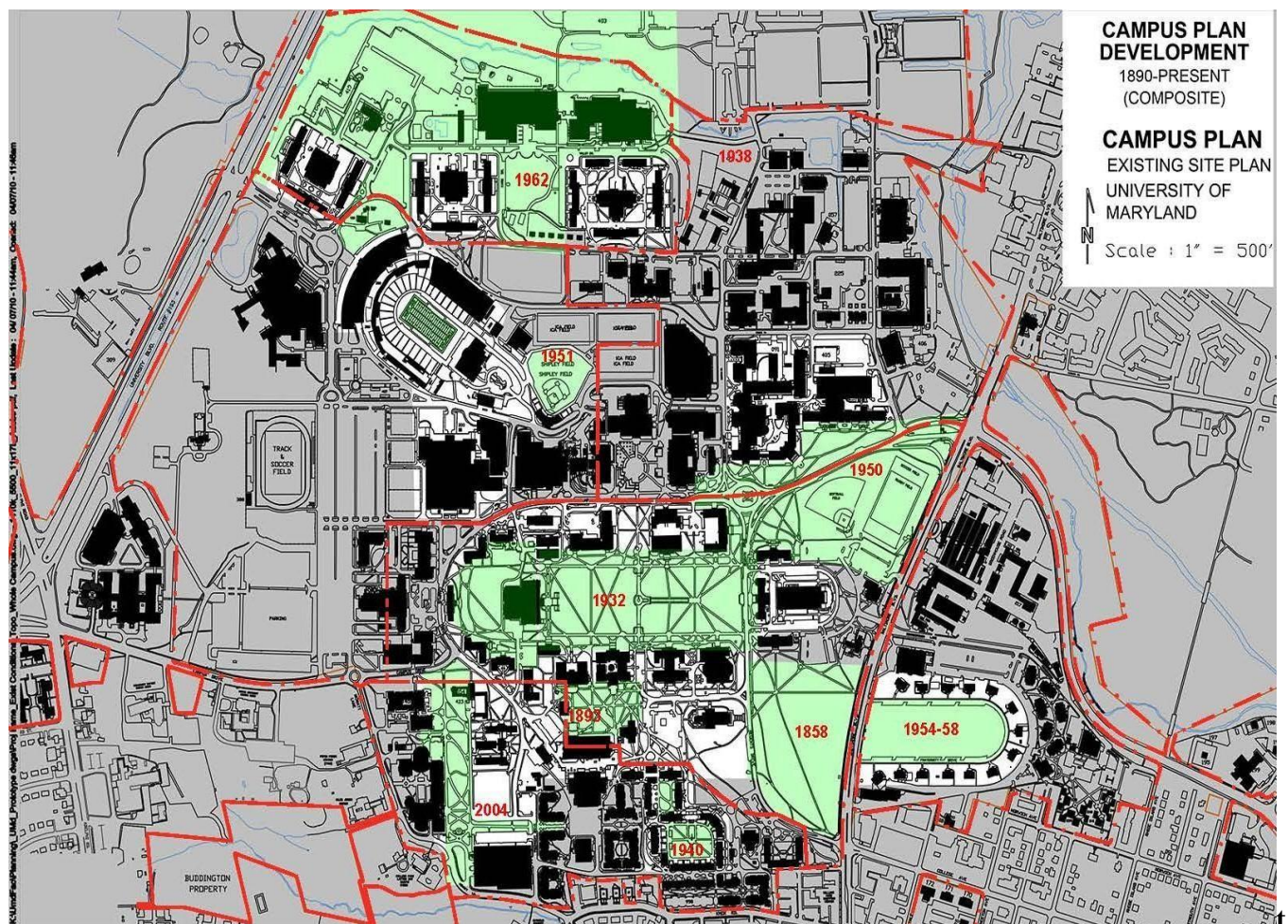




**Heritage** -The State of Maryland chartered the Maryland Agricultural College in 1856 to offer a practical and scientific education to the sons of farmers. The original site of the College consisted of 428 acres and was part of the Rossborough Farms, then owned by Charles B. Calvert, a prime mover in planning and securing the college.

For many, the iconic landscape and buildings of campus - its daily rituals, frequent events and celebrations fosters the sense of belonging by students, faculty and staff; the collective identity, memory and meaning by alumni; and, the shared institutional and civic pride. Developed over decades, the campus is a result of principled leadership, implemented master plans and the consistent architectural character of the buildings that surround iconic open spaces

Over the last twenty years, two cycles of major master plan updates that incorporated Smart Growth principles with a focus on advancing environmental stewardship and horticultural enrichment of the campus as an Arboretum and Botanical Garden. A number of existing gardens have been enhanced, with new gardens developed to expand the variety of thematic and native horticultural content. The University has expanded its multi-modal circulation and transit armature, continued in-fill project development, including existing building renewal adaptive reuse, and strengthened relationships and made a positive impact in the surrounding communities.



The University intends to continue and enhance sustainable project development by extending the master planning framework in all of its multiple layers from base topography to build environment, for the enrichment of not only the University community, but the broader surrounding communities as well.



## Planning Timeframes for Continuity and Change

As with many institutions of higher education, campus master plans reflect and project varying degrees of continuity, incremental growth and periods of transformational change. This has been true for the University of Maryland over its 164-year history, as reflective of continuities and changes, with transformation over time, in our regional culture and our broader society.

The selected Consultant Team will work with university leaders and Work Group members to assess past planning and present initiatives to develop the next innovative FMP that will meet current and future institutional goals, enhance our institutional culture, build upon the continuity and uniqueness of the place of the campus and build a strategic framework for planned campus development.

The 2001-2020 FMP was characterized and recognized as a “Smart Growth Plan”: that University leadership mandated in seeking consulting team expertise, and emphasized: Environmental Wholeness and Stewardship – Campus as part of a larger ecosystem; Connectivity – an integrated multi-modal intra-campus circulation and transportation extended local and area-wide; and projected the land use, carrying capacity for renewal and development.

The 2011-2030 FMP and 2017 FMP update were predicated upon a thoughtful reevaluation of the principles, goals and of the recommendations of the 2001-2020 FMP. These Plans focused on new and infill development, campus landscape and multi-modal circulation and transportation systems.

The new FMP will build upon the past planning efforts and also re-examine and challenge previous planning assumptions and recommendations. The FMP needs to be a strategic, holistic and buildable plan that will meet the needs of the university and build upon established community partnerships.

## **2.0. OBJECTIVE**

The University of Maryland (UMD) is seeking consultant services to develop our facility master building on the 2011-2030 Facilities Master Plan (FMP) and 2018 Master Plan Update. This FMP is intended to be submitted to the Board of Regents Finance Committee in September 2023.

We seek an exemplary multi-disciplinary team of consultants that will collaborate with University leadership, workgroup members, and internal and external stakeholders. Consulting expertise--, resources, services, and product deliverables are intended to complement and supplement those available in house. The consultant team must apply their leadership and expertise to develop a comprehensive and holistic plan enabling the University to strategically advance its vision and objectives by:

Establishing appropriate land uses to refine and develop a physical planning framework that will promote future stewardship, orderly growth, efficient use of capital and operating resources and appropriate development of available land consistent with the strategic plan, mission, and values of the institution.

Being responsive to the institution's current and projected needs and sufficiently flexible to accommodate unexpected changes for capital improvements on campus.

Developing a data driven, inclusive, and visionary plan that is responsive to internal and external stakeholder needs.

Developing a comprehensive holistic plan integrating planned development with utilities infrastructure, site, landscape, sustainability, and multi-modal transportation circulation that will reinforce the connective tissue of campus facilities and the surrounding communities.

### 3.0. PROJECT SCHEDULE

It is envisioned that the master plan process will be about 18 months with conducted in three phases. The final plan with presentations materials is due June 2023.

**Phase I – Assessment** - Consultant Team works with Steering Committee, FMP Work Groups and internal and external stakeholders to affirm the masterplan’s scope, goals, principles, and development schedule. Consultant will collect and analyze previous master plans, strategic plans, studies, and facility and infrastructure information and conduct campus space use analysis. Consultant will also meet with internal and external stakeholders and conduct open forums to solicit input. Phase I anticipated to begin in December 2021 and be complete by May 2022.

**Phase II – Draft Plan Development** - The Consultant Team will work with FMP Work Groups and stakeholders to synthesize Phase I data and develop responsive pragmatic iterative studies, planning scenarios and concept plans. Preliminary recommendations and draft plan to be presented to the Steering Committee and internal and external stakeholders for review and feedback. Conduct open forums for campus and community members to gather feedback. Phase II to be complete by December 2022.

**Phase III – Final Plan & Approval** - The Consultant Team will work with FMP Work Groups to incorporate Phase II feedback and recommendations into the Final Plan. Present final plan with Executive Summary to the Steering Committee and designated Campus Leadership Committees (by May 2023). Final report including related USM presentation materials to be completed by June 2023. Presentations by the University to the Board of Regents (B.O.R.) Finance Committee September 2023 & Full B.O.R. October 2023. Conduct stakeholder meetings and open forums to present the final plan once approved by B.O.R.

### 4.1. REQUIRED TEAM EXPERTISE AND EXPERIENCE

#### **Required Team Expertise and Experience**

The Offeror, through its own forces and sub consultant support, shall use qualified and experienced personnel for all of the technical disciplines needed to accomplish the scope of this RFP. Professional registration in their given area of expertise and other related certifications are desirable. All expertise and specialists needed to complete the deliverables noted in this RFP are required including technical writers, editors, graphic support, etc. The consultant shall provide as many qualified personnel as are needed to complete a comprehensive facilities masterplan by June 30, 2023.

An exemplary multi-disciplinary team of consultants will be needed that will collaborate with University leadership, workgroup members and stakeholders. Consulting expertise, resources, services, and product deliverables are intended to complement and supplement those available in house. The consultant team must apply their leadership and expertise to develop a comprehensive and holistic plan enabling the University to rationally and economically advance its vision and objectives. Offeror’s shall provide, at minimum, the key and non-key personnel as noted.

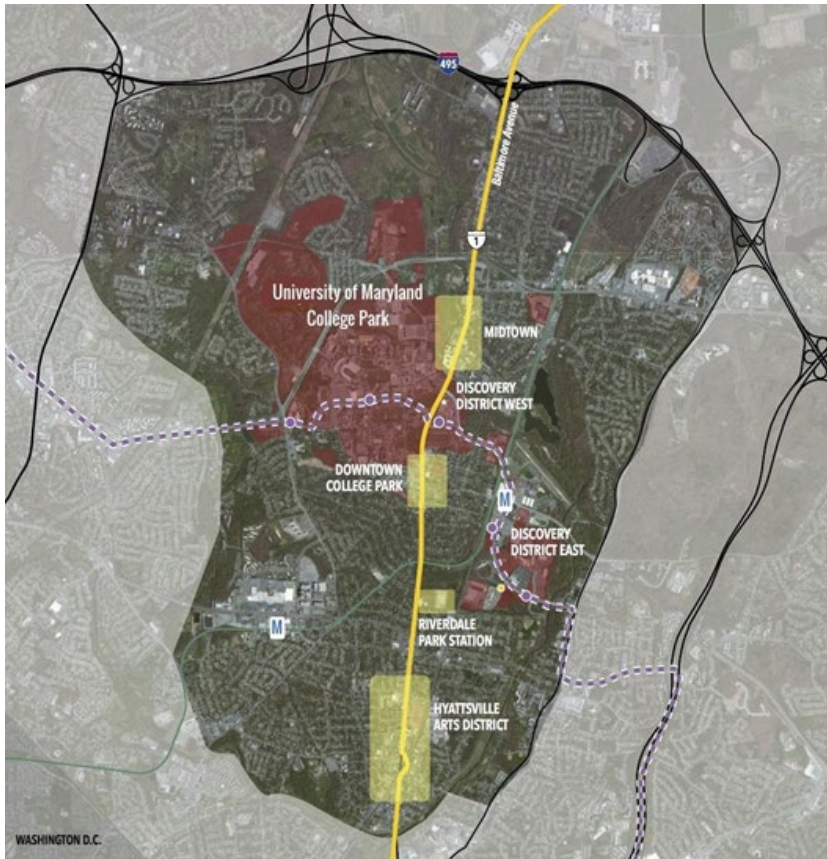
### 5.1. SCOPE OF WORK

#### **5.2. Geographic Scope**

This FMP will specifically address an expanded geographic scope, reflecting the need for a more integrated approach to “Town and Gown” planning, also reflecting the growth and enhanced quality of mutual, collaborative engagements and development partnerships by the University with local municipalities, county and State of Maryland agencies. Although the FMP will focus primarily on development projects on the main campus,

integrating and developing better connections to the Discover District and Greater College Park will be of vital importance.

### UMD Main Campus and the Discovery District within Greater College Park



**Main Campus:** The 1,335 acre campus is comprised of nine campus districts, defined in prior University FMPs, including some adjacent outlying properties. The campus community encompasses facilities for academic programs, research and student life totaling 43,200 students (30,762 undergraduate students and 10,438 graduate students) and 17,000 faculty and staff.

**Discovery District (East & West)** is an economic engine and innovation ecosystem, the place and community of UMD-business collaborations for start-up companies for continued mixed-use development (formerly separate planning efforts branded as the “East Campus District” (52.9 acres) and “M Square / the UMD Research Park” (128.2 acres), located west of the CSX and METRO Rail lines). Although much of the planning and development of the Discover District is currently being coordinated with the university partners, the FMP consultant will need to understand the current plans and identify potential opportunities for university use within the existing development framework.

**Greater College Park** brands a major on-going initiative and represents a broader planning, economic and physical development area of the University’s influence, focused along, but not limited to the Baltimore Avenue / U.S. Route 1 Corridor. Partnerships with the City of College Park (population: 32,196) and adjacent neighborhood communities of the Town of University Park, College Heights Estates, and the local municipalities of Riverdale Park and Hyattsville. These communities are located within north-central Prince George’s County, also within the Anacostia Watershed and the Maryland Milestones/Anacostia Trails Heritage Area

## 5.2 Process

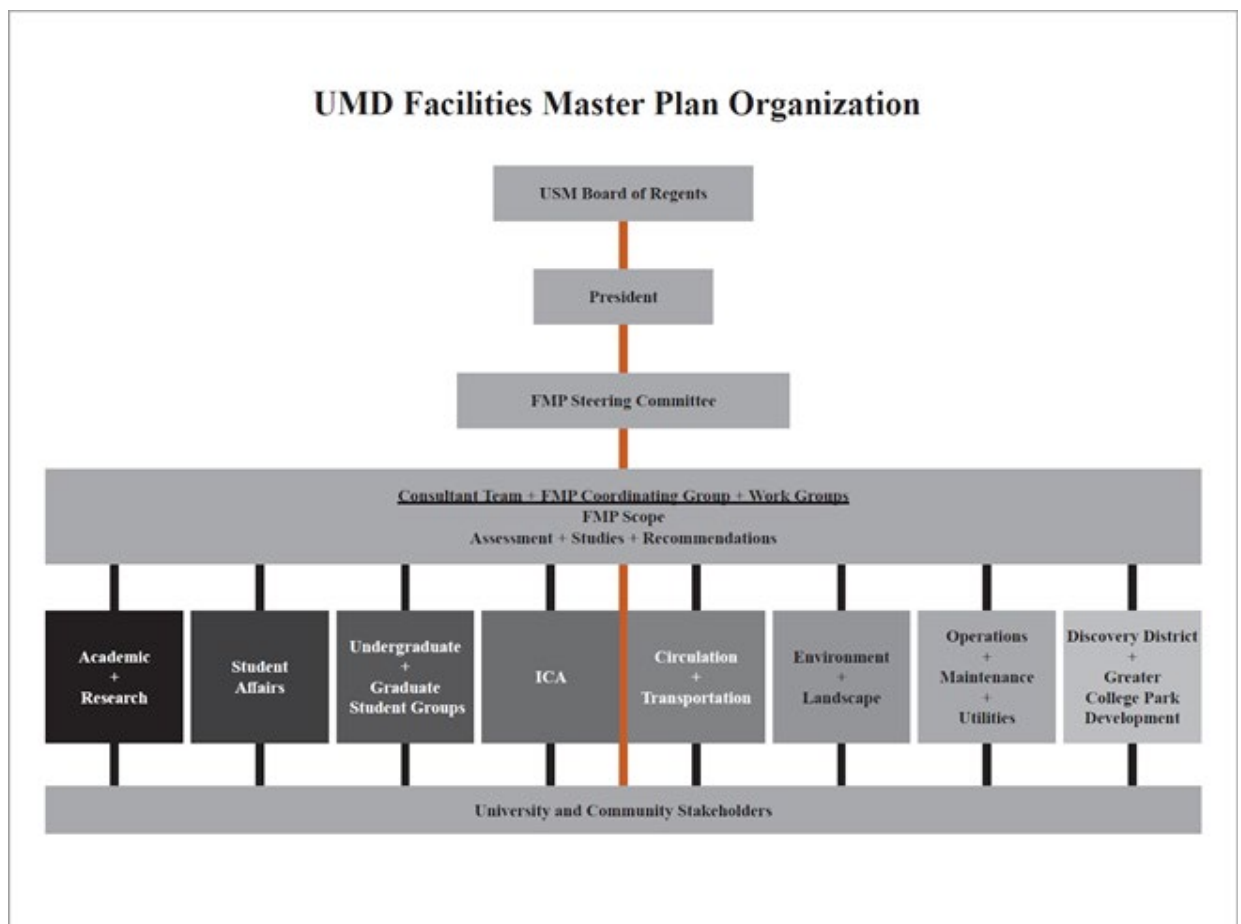
### A. Work Group Structure

FMP Committees, Work Groups and Stakeholder Engagement- The Selected Consultant team will be collaboratively engaged throughout the planning process with University leadership, faculty, staff and students comprising the FMP committees, Work Groups and designated stakeholders. Additional stakeholder input will be available through open forums and upon request of the consultant or university.

Each of the eight Work Groups will consist of members that have specific expertise and will be able to provide the majority of data, information, input, and feedback to the consultants. Additional input and feedback sessions will need to be conducted through open forums and/or specific end user groups. The FM coordinating group will provide additional input and feedback and help guide/assist the consultant in streamlining information and presentations to the Steering Committee.

The Steering Committee will provide overall leadership and guidance to the Consultant Team and the FMP Coordination Group. The committee will review and provide direction for consultant recommendations at significant milestones.

The following chart graphically summarizes the hierarchical reporting structure and organization of the seven workgroups responsible for the components comprising and encompassing the FMP scope.



### 5.3 Work Group Role and Consultant Scope of Work

## A. Steering Committee

Provides overall leadership and guidance to the Consultant Team and the FMP Coordination Group. Reviews and provides direction for consultant recommendations at significant milestones, Steering Committee chair informs the UMD President of status, issues and progress. The Steering Committee approves the final FMP to be presented to the UMD President and B.O.R. for approval.

**Engagement and Meetings:** The Consultant Team will meet with the Steering Committee and present status for input, affirmation and /or resolution of issues as applicable at the initiation and conclusion of each phase; and approximately every three months. The total number of meetings shall be determined per the Consulting Team's Detail Work Plan and Schedule

Membership of the Steering Committee will comprise senior UMD leadership. The FMP Steering Committee will be chaired by the Provost and Senior Vice President of Academic Affairs and the Vice President of Administration.

## B. FMP Coordination Group

The FMP Coordination Group provides overall management of the FMP process. This group will: collaborate and coordinate the implementation Consultant Teams' FMP work plan and schedule; help to coordinate information and input from the FMP Work Groups to and from the Steering Committee; review Consultant Team milestone submittals; and review the FMP Final Draft Plan and final deliverables. The Coordinating Group will work with University Strategic Communications and the Consultant Team to manage communication of the FMP process and final plan. The Coordinating Group Chair will be able to call upon the participation and assistance of additional supporting UMD and FM staff as needed.

**Engagement and Meetings:** The Consultant Team shall meet regularly with the FMP Coordinating Group to assess status, monitor the detailed work plan and schedule for the FMP and review recommendations arising out of the efforts of the Work Groups. Meetings will occur at the initiation and conclusion of each phase, monthly progress or as needed. The total number of meetings shall be determined per the Consulting Team's Detail Work Plan and Schedule. The university will provide the following:

- Current 10 year anticipated construction programs (CIP and SFCP)
- University Strategic Plan [https://svp.umd.edu/sites/default/files/inline-files/2016StrategicPlanUpdateFinal\\_0.pdf](https://svp.umd.edu/sites/default/files/inline-files/2016StrategicPlanUpdateFinal_0.pdf)
- 2011-2030 Facilities Master Plan [https://issuu.com/umaryland/docs/utilities\\_master\\_plan](https://issuu.com/umaryland/docs/utilities_master_plan)
- 2017-2030 Facilities Master Plan (5-year update) [https://issuu.com/umaryland/docs/fmpupdate2017\\_approvedweb](https://issuu.com/umaryland/docs/fmpupdate2017_approvedweb)
- 2020 Facilities Master Plan Annual Report [https://facilities.umd.edu/sites/default/files/publications/FM2011-30\\_2020update\\_FC-Package\\_20dec17.pdf](https://facilities.umd.edu/sites/default/files/publications/FM2011-30_2020update_FC-Package_20dec17.pdf)
- Facility Assessment Reports
- Current SGAP report (annual facility space report)

The consultant team will be required to:

- Develop and refine a detailed FPM Work Plan and Schedule for conducting all phases of the FMP scope with the FMP Coordination Group. Develop the schedule for all Steering Committee and Work Group meetings, identify additional needed meetings, plan for at least 2 open forums per phase, conduct campus and building tours with UMD staff and Work Groups.
- Review and Assess Institutional and Facilities provided data. Benchmark with BIG-10 Universities and other aspirational peers in selected areas of scope.
- Assess Space Utilization and Space Needs using consultant space utilization software and the state mandated Space Planning Guidelines to identify overall adequacy of types and amount of space for existing and projected space needs

- Develop a current and projected space use analysis utilizing university course schedules, space inventory, lecture and laboratory credit hour and weekly student contact hours, FTE, FTDE, FTE faculty and staff, and research space needs. Projected space use to be based on scenarios for enrollment and research growth. Space use and utilization analysis along with specific Work Group interviews to be used to inform university leadership on potential challenges, opportunities for increased efficiency, and the need for future development.
- Use existing Facility Management condition assessments along with specific Work Group discussions to assess suitability of existing facilities or potential need for new facilities to meet programmatic goals. Consider factors such as overall facility condition, historical and aesthetic qualities, quality of user experience, and adaptability for expansion, reuse, and potential demolition.
- Incorporate input from different Work Groups and stakeholders to develop a framework and recommendations for future campus development that will meet needs, functionally align, increase operational efficiency, and maximize land use.
- Encourage throughout each phase of development an inclusionary and participatory master plan process.

#### C. Academic Affairs and Research Work Group Scope

Fourteen colleges and schools (10 colleges; 4 schools) comprise a wide array of both undergraduate teaching and graduate research programs and related facilities. The Consultant will meet with leadership and staff for selected Colleges and Schools to further understand existing facility conditions, existing facility limitations to meet program requirements, current and projected space needs, functional placement of units within facilities, and appropriate geographical facility adjacencies. Several colleges have recently completed strategic plans that may be used as a baseline for analysis. The university will provide the following:

- Classroom Master Plan (2017)
- School of Engineering Strategic Plan (2018)  
[https://eng.umd.edu/sites/clark.umd.edu/files/resource\\_documents/M-Strategic%20Plan%202020-spreads.pdf](https://eng.umd.edu/sites/clark.umd.edu/files/resource_documents/M-Strategic%20Plan%202020-spreads.pdf)
- College of Computer, Mathematics and Natural Sciences Strategic Plan(2019)
- College of Behavioral and Social Sciences Strategic Plan (2020)  
[https://issuu.com/bsosumd/docs/strategic\\_plan\\_2009](https://issuu.com/bsosumd/docs/strategic_plan_2009)
- College of Agriculture and Natural Resources - *Agro-Ecology Corridor* (2019)
- University space inventory and floorplans
- Facility assessment reports
- Current university scheduling and enrollment data
- Future enrollment scenarios
- Previously completed planning studies and sector plans

In general the consultant team will be required to:

- Assess all university provided material
- Develop academic and research space use and utilization analysis to baseline current space needs and identify projected space needs for academic, academic support and research spaces.
- Tour selected existing academic facilities, as needed, and assess facility conditions for program functionality and adequacy of space for current and future needs.
- Analyze the need for building demolition, facilities renewal, renovations, adaptive reuse of facilities and new facilities to meet institutional goals.
- Analyze existing academic and research land use patterns, clusters, site locations and rationale to develop recommendations to meet academic and research programmatic and strategic priorities. These recommendations should incorporate a functional realignment of campus programs that promote ease of use by campus community, operational and space use efficiencies,



geographically proximity, parking efficiency, pedestrian and vehicular circulation, campus connectivity, sustainability, and land use efficiency.

- Analyze existing and future infrastructure expansion to efficiently and effectively guide future academic and research facility development.
- Coordinate Academic and Research facility needs with findings from other Work Groups to develop an efficient integrated plan and framework for campus development.
- Summarize and present assessments, findings, issues opportunities and goals for each phase via effective medium for communications, including but not limited to: meetings minutes, written reports, Power Point presentations and 2D and 3D sketches and renderings.

#### D. Student Affairs (Housing + Dining + RecWell) Work Group Scope

The Division of Student Affairs includes student Housing, Dining, Campus Recreation, University Union, and Wellness Center and serves the University of Maryland community – student, parents, faculty, staff and visitors through its 13 departments (see [studentaffairs.umd.edu](http://studentaffairs.umd.edu)). The Consultant will meet with Student Affairs leadership and staff to further understand existing facility conditions and current and projected space needs, and functional placement of facilities. Student Affairs is currently developing a strategic plan which will take into account facility conditions, adequacy and need for new space and other strategic initiatives. The development of this strategic plan will coincide with the master plan development and will be made available once completed in February 2023

The university will provide the following:

- Updates on the ongoing Student Affairs Strategic Plan
- Current space inventory and facility floor plans
- On-Campus Housing Strategic Plan (2014)  
<http://reslife.umd.edu/global/documents/hsp/umdechsp.pdf>
- On-Campus Housing Strategic Plan Update (2019)  
<http://reslife.umd.edu/futurecampushousing/assets/documents/UMD-Housing-Strategic-Plan-Update-Addendum.pdf>
- Other departmental programs and studies

In general the consultant team will be required to:

- Assess all university provided material
- Develop a university space use and utilization analysis to baseline current space needs and identify projected space needs for student affairs spaces. Student Housing needs assessment to take into account on campus housing (both university owned and PPP), adjacent and nearby market rate housing, peer institution data, and Housing Strategic Plan.
- Campus recreation needs assessment to focus both indoor and outdoor field needs. Explore potential shared-use opportunities with M-NCPPC Parks & Recreation and others partners.
- Tour selected existing academic facilities and assess facility conditions for program functionality and adequacy of space for current and future needs.
- Analyze the need for building demolition, facilities renewal, renovations, adaptive reuse of facilities and new facilities to meet institutional goals.
- Analyze existing and future infrastructure expansion to efficiently and effectively guide future development. Make recommendations to adapt future infrastructure improvements to promote operational savings and efficiencies in partnership with the University's Next Gen project.
- Analyze existing Student Affairs facility land use patterns, clusters, site locations and rationale and develop recommendations to promote functional realignment of campus programs that promote ease of use by campus community, operational efficiencies, geographically proximity, parking efficiency, pedestrian and vehicular circulation, campus connectivity, sustainability, and land use efficiency.

- Coordinate Student Affairs facility needs with findings from other Work Groups to develop an efficient integrated plan and framework for campus development.
- Summarize and present assessments, findings, issues opportunities and goals for each phase via effective medium for communications, including but not limited to: meetings minutes, written reports, Power Point presentations and 2D and 3D sketches and renderings.

#### E. Intercollegiate Athletics (ICA) Work Group Scope

The Department of Intercollegiate Athletics (ICA) is responsible for directing intercollegiate athletic programs for both women and men, and for managing the campus' athletic facilities and fields. ICA reports directly to the President of the University.

The university has recently completed Cole Field House renovation and expansion and began work to add a new Basketball Performance Center near the Xfinity Center. The Athletic Department in January 2020 unveiled a sweeping plan to upgrade seven facilities for thirteen Olympic sports. The nine existing building renovations together make up a recently launched "*Building Champions: the Maryland Athletics Facilities Campaign*", the next step in a long-term effort to bolster all 20 University varsity programs and benefit their 500-plus student athletes.

The seven new projects are stadiums for field hockey and women's lacrosse, track and field, and soccer; player development centers for baseball, softball and golf; and the transformation of the former football team house in Gossett Hall for multiple teams' use. The Consultant will meet with ICA leadership and staff to further understand existing facility conditions and current and projected space needs, and verify existing ICA planned development along with consultant recommendations will help to insure competitiveness with peer institutions.

The university will provide the following:

- Future planned ICA projects <https://static.umterps.com/custompages/buildingchampions/index.html>
- Current space inventory and facility floor plans
- Current ICA strategic plan
- Other departmental programs and studies

In general, the consultant team will be required to:

- Assess all university provided material
- Verify and make recommendations on existing ICA development plans, accessing needs for indoor and outdoor space
- Tour selected existing academic facilities and assess facility conditions for program functionality and adequacy of space for current and future needs.
- Analyze the need for building demolition, facilities renewal, renovations, adaptive reuse of facilities and new facilities to meet institutional goals.
- Analyze existing and future infrastructure expansion to efficiently and effectively guide future development. Make recommendations to adapt future infrastructure improvements to promote operational savings and efficiencies in partnership with the University's Next Gen project.
- Analyze existing ICA facility land use patterns, clusters, site locations and rationale and develop recommendations to promote functional realignment of sports programs that promote ease of use by campus community, operational efficiencies, geographically proximity, spectator parking, pedestrian and vehicular circulation, campus connectivity, sustainability, and land use efficiency.
- Coordinate ICA facility needs with findings from other Work Groups to develop an efficient integrated plan and framework for campus development.



- Summarize and present assessments, findings, issues opportunities and goals for each phase via effective medium for communications, including but not limited to: meetings minutes, written reports, Power Point presentations and 2D and 3D sketches and renderings.

#### F. Circulation and Transportation Work Group Scope

The consultant will work with this Work Group to assess existing campus and nearby pedestrian and transportation networks and study needed improvements to address existing deficiencies and support future growth. Promoting safe, sustainable, and efficient movements to and throughout campus will be a critical to the success of the master plan. The University's Department of Transportation Services (DOTS) is responsible for managing over 19,000 parking spaces, Shuttle-UM buses and smart commuting strategies.

Prior two major 10-year FMP Updates recognized the importance of multi-modal connectivity for pedestrians, vehicles and transit, along with sustainability and Climate Action Plans, as vital to the University's mission. Goals, principles, framework plans and guidelines were developed considering both the clarity of travel and separation for safety and multi-mode accommodation on streets. Of particular importance to this master plan effort, will be improving ADA pedestrian pathways, main campus wayfinding and campus entrances/ gateways.

In addition, major transformative projects such as the *Purple Line* light-rail transit system, designed, constructed and operated by *Purple Line Transit Partners* (construction on-going) and enhancements to Baltimore Avenue / U.S Route 1, by the Maryland State Highway Administration (completion anticipated in late 2023) will be transformational to campus. The corresponding new traffic and pedestrian circulation patterns will need to be addressed in the masterplan.

The university will provide the following:

- 2017 President's Climate Action Plan 2.0 <https://sustainability.umd.edu/progress/climate-action-plan>
- 2018-2023 (5 –Year) Campus-wide Transportation Impact Study (Sabra)
- 2019 Parking and Mobility Study (Kimley-Horn)
- 2019 Bicycle Plan (Toole Design Group)  
<https://www.yumpu.com/en/document/read/31837997/university-of-maryland-campus-bicycle-study-april-2009-dots->
- 2020 Bike Guidelines <https://transportation.umd.edu/sustainable-transportation/bikeumd/campus-bike-guidelines>
- 2020 E-scooter Regulations <https://transportation.umd.edu/escooter-regulations>
- 2020 Discovery District and Wayfinding and Signage (ASG)
- 2020 Wheels off Walkways Initiative <https://transportation.umd.edu/about-us/updates/same-roads-same-rules-2020>
- Bicycle Routes and Parking, selected pedestrian walkways and intersection curb ramps studies by FM Facilities Planning and DOTS
- Studies for ADA Building Entrance Signage
- Survey data from students, faculty and staff;
- Transportation (Shuttle-UM and bicycle / two-wheeled vehicle ridership demand and route optimization;
- Parking inventory (surface and garages); losses and needs (daily and event)
- Additional transportation initiatives are available <https://www.transportation.umd.edu/>

In general the consultant team will be required to:

- Assess all university provided material

- Verify the university's existing traffic demand management plans (daily and event) and suggest best practice recommendations for improvement based on future campus development.
- Tour selected transportation facilities and assess facility conditions for program functionality and adequacy of existing demands and future needs.
- Analyze the need for building demolition, facilities renewal, renovations, adaptive reuse of facilities and new facilities to meet institutional goals.
- Analyze existing and future transportation infrastructure expansion and land use to efficiently and effectively guide future development. Make recommendations to adapt future infrastructure improvements to promote operational savings, campus connectivity, Discovery District and Greater College Park connectivity, sustainability and transportation network efficiencies.
- Identify and study scenarios to recommend solutions for critical pedestrian safety conflicts (i.e. vehicular and Purple Line). Expand and enhance campus ADA pathway network.
- Review and assess the existing road network connectivity to adjacent arterials leading to/from campus entrances and gateways (Baltimore Avenue/U.S. Route 1; University Boulevard; Adelphi Road; Kenilworth Avenue; Greenbelt Road; East-West Highway / Route 410)
- Assess and modify existing campus pathway and bicycling network to support future development and connection to external route systems
- Develop best practice plans and guidelines to accommodate emergency vehicles, service and delivery vehicles, ADA parking, loading and the university's "Wheels Off-Walkways" Initiative.
- Coordinate circulation and transportation needs with findings from other Work Groups to develop an efficient integrated plan and framework for campus development.
- Summarize and present assessments, findings, issues opportunities and goals for each phase via effective medium for communications, including but not limited to: meetings minutes, written reports, Power Point presentations and 2D and 3D sketches and renderings.

#### G. Environment and Landscape Work Group Scope

The campus's landscape consists of a variety of landscape types including streams, wetlands, steep slopes, forested areas, lawns, quadrangles, courtyards and plazas.

In 2006 the University of Maryland (UM) campus was designated as an Arboretum and Botanical Garden (ABG). The campus landscape is a special collection among its iconic heritage open spaces and diversity of existing garden settings. In 2019, the University was recertified as *'Tree Campus USA'* for twelve consecutive years (one of only twenty-five institutions). The primary focus of this Work Group's scope is to continue broad, established University environmental stewardship, sustainability and landscape goals.

The university will provide the following:

- ArcGIS data bases and mapping of existing delineated floodplains, wetlands, stream buffers, forest conservation easement, and campus tree inventory
- 2014 Sustainable Water Use and Watershed Report  
<https://sustainability.umd.edu/progress/sustainable-water-use-and-watershed-report-2014>
- 2017 President's Climate Action Plan 2.0 <https://sustainability.umd.edu/progress/climate-action-plan>
- 2019 Sustainability Annual Report <https://essr.umd.edu/sites/essr.umd.edu/files/files/annual-reports/2018-2019ESSRAnnualReport.pdf>
- Existing Tree Planting guidelines
- University's MS 4 Permit requirements and progress report  
<https://essr.umd.edu/sites/essr.umd.edu/files/uploads/2020%20UMD%20MS4%20Annual%20Progress%20Report.pdf>  
[https://essr.umd.edu/sites/essr.umd.edu/files/uploads/UMCP\\_NPDESAnnualReport2016.pdf](https://essr.umd.edu/sites/essr.umd.edu/files/uploads/UMCP_NPDESAnnualReport2016.pdf)
- Additional landscape reports and studies

In general, the consultant team will be required to:

- Assess all university provided material
- Analyze existing forest stand conservation easement and develop additional forest stand to offset proposed future development as needed.
- Coordinate storm water quality and quantity treatment for all new development in accordance with current MDE University's MS 4 permit requirements.
- Develop university landscape design guidelines.
- Develop campus wayfinding sign standards for implementation.
- Assess Iconic Open Spaces, natural assets, campus landscape/hardscape, and campus gateways. Provide recommendations for preservation / renewal and enhancements to support existing and future development.
- In coordination with the Transportation Work Group, assess and modify existing campus pathways, vehicular, transit, and bicycling networks to support existing and future development.
- Develop best practice plans and guidelines to accommodate emergency vehicles, service and delivery vehicles, ADA parking, loading, screening of service areas and mechanical equipment, and the university's "Wheels Off-Walkways" Initiative.
- Incorporate landscape and sustainability goals with findings from other Work Groups to develop an efficient integrated plan and framework for campus development.
- Summarize and present assessments, findings, issues opportunities and goals for each phase via effective medium for communications, including but not limited to: meetings minutes, written reports, Power Point presentations and 2D and 3D sketches and renderings.

#### H. Operations, Maintenance and Utilities Scope

Operations, Maintenance and Utilities Work Group will provide key insight facility operations, maintenance, renewal and critical infrastructure needed to support existing and proposed facilities. The consultant will review university provided building condition assessments to guide and develop existing facility use and the need for future development. The master plan will need to consider efficient use of facilities and existing infrastructure and plan new development to meet campus needs.

Consideration must be made to align, address and advance the goals and objectives for energy reduction and carbon neutrality made by the Governor of the State of Maryland and per the UMD President's Climate Action Plan 2.0 as these sustainability objectives encompass this work group scope.

##### Energy, Heating and Power

The existing Combined Heat and Power Plant (CHP) at the University of Maryland College Park (UMCP) Campus generates electricity and produces steam to serve the University's power and thermal demands.

The existing CHP is a valuable asset at UMCP serving 100% of the campus thermal loads and majority of the electrical loads. What differentiates the CHP is that it converts the waste heat from the power generation turbines to usable energy in the form of steam and additional electricity. However, the University of Maryland's current system is aging, becoming less reliable and efficient. Facilities Management's *NextGen* Program addresses system-wide improvements that will provide improved efficiency, lowered operating cost, reduction in UMCP's carbon footprint and reduced energy costs and consumption on campus.

Planning for the *NextGen* Program is anticipated to coincide within the same period of the master plan study. It is envisioned to leverage public-private partnerships to secure an innovative, effective, and financially efficient approach for the University, and play a critical role in ensuring that the University of Maryland can depend on a reliable and resilient energy system for decades to come. Renewing and modernizing our systems to drive the University of Maryland's success and support our mission of providing excellent teaching, research and service.

## Underground Utilities Distribution Systems

Included under the *NextGen* Program are critical aging/ failing utilities distribution systems for steam, heating and cooling piping connecting the existing CHP with SCUBs, and in turn connected to a networked cluster of buildings. A single SCUB may connect to as many as 17 campus buildings. Distributed throughout the Main Campus, there are 5 existing free-standing SCUB buildings and seven SCUBs that have been developed within buildings. The NextGen program will address the University's Central Plant, SCUP facilities, associated chilled water and steam infrastructure and electrical infrastructure. The master plan consultant will be required to coordinate planned future development with the *NextGen* team.

Additional utilities distribution systems that will be the responsibility of the masterplan consultant include: Domestic Water and Sanitary Systems; Storm Drainage; Building Foundation Drainage; Natural Gas, Electrical Infrastructure supporting Life Safety Systems and Primary Data Center; Building Electrical Distribution Gear; and, IT infrastructure, and Campus Security Systems.

Review and coordinate any FMP proposed underground utilities (existing, on-going construction and recommended new) crossings regarding on-going major transportation infrastructure projects: the Purple Line and the Baltimore Avenue-U.S. Route 1 Improvements by State Highway Administration (SHA).

The university will provide the following:

- Facilities Management existing infrastructure databases, reports, and computer systems files (AUTOCAD, ArcGIS)
- 2017 President's Climate Action Plan 2.0 <https://sustainability.umd.edu/progress/climate-action-plan>
- 2007 University of Maryland Hazard Mitigation Plan
- 2010 Failing Infrastructure Creates Invisible Crisis at UMD  
<https://www.yumpu.com/en/document/read/30897795/invisible-crisispdf-facilities-management-university-of-maryland>
- 2012-2030 UMD Utilities Master Plan [https://issuu.com/umaryland/docs/utilities\\_master\\_plan](https://issuu.com/umaryland/docs/utilities_master_plan)
- 2014 Sustainable Water Use and Watershed Workgroup Report  
<https://sustainability.umd.edu/progress/sustainable-water-use-and-watershed-report-2014>
- 2019 Sustainability Annual Report <https://essr.umd.edu/sites/essr.umd.edu/files/files/annual-reports/2018-2019ESSRAnnualReport.pdf>
- 2020 The Satellite Central Utility Building IV Chilled Water District Renewal Study
- University's Threat Assessment and Resiliency Plan
- *NextGen* reports and plans
- Additional applicable infrastructure reports and studies

In general the consultant team will be required to:

- Assess all university provided material
- Conduct campus infrastructure and building tours with Facilities Management staff and *NextGen* Work Group to further understand campus infrastructure.
- Analyze existing CHP, SCUBs, interconnection of the SCUBs, supporting electrical infrastructure, steam only SCUBs (Hot Water Districts) and related distribution infrastructure capacity and conditions, associated and adjacent land use patterns, clusters, existing and potential site locations. Work with NextGen team to incorporate improvements and efficiencies to support existing and future development.
- Analyze existing conditions for all other underground utilities infrastructure and make recommendations for needed improvements, efficiencies and redundant service to support existing and future development. Infrastructure to include Domestic Water and Sanitary Systems, Storm Drainage Systems, Natural Gas, Building Foundation, Drainage Systems, Other non-plant related

electrical Infrastructure supporting Life Safety Systems, Building Electrical Distribution Gear, Centralized Control and Monitoring System (CCMS), Campus Data Centers and IT infrastructure, Campus Security Systems (exterior lighting, emergency phones and cameras).

- Analyze the impact of the increasing frequency of historic flooding events on existing storm drain systems and storm water mitigation strategies and make recommendations for improvements for existing and future campus development.
- Analyze and make recommendations for potential Alternative Energy Systems, infrastructure and facilities, including but not limited to solar energy capture, geothermal, etc., assess within the context of existing associated and adjacent land use patterns (open space, parking lots, building clusters, etc.).
- Coordinate operations, maintenance and utilities needs with findings from other Work Groups to develop an efficient integrated plan and framework for campus development.
- Summarize and present assessments, findings, issues opportunities and goals for each phase via effective medium for communications, including but not limited to: meetings minutes, written reports, Power Point presentations and 2D and 3D sketches and renderings.

#### I. Discovery District and Greater College Park Scope

Over the last ten years, the University-City of College Park has made significant progress planning initiatives and partnerships that have benefitted the university and the business and residents of the greater College Park community.

Unlike past major facility master plans that primarily focused on the main Campus and selected outlying properties, this master plan will expand the geographic scope to include planning framework for the Discovery District and “*Greater College Park*” (as described in Section 5.1).

Long-range planning over the last 20 years for revitalizing and developing new transportation infrastructure have provided a dynamic transportation framework. Major transformative projects such as the enhancements to Baltimore Avenue / U.S Route 1, by the Maryland State Highway Administration and Purple *Line* light-rail transit system will be transformational.

The masterplan consultant will meet with university and local residents and leaders to help establish an integrated planning framework for University properties in this district that builds upon recent success and “win- win” scenarios. It is envisioned that these planning scenarios along with residential, city and county plans will create mutually beneficial development projects.

The university will provide the following:

- 2004 UMD Research Park-M Square Master Plan
- 2010 U.S Route 1 Corridor Sector Plan Update [https://issuu.com/mncppc/docs/centrl\\_us1\\_approved](https://issuu.com/mncppc/docs/centrl_us1_approved)
- 2015 UMD Innovation District Plan <https://asg-architects.com/portfolio/umcp-innovation/>
- 2015 College Park-Riverdale Park Transit District Development Plan [https://issuu.com/mncppc/docs/cprp\\_tddp\\_plan](https://issuu.com/mncppc/docs/cprp_tddp_plan)
- 2019 Transportation Action Guide for Urban Communities-Implementation Strategies playbook (M-NCPPC) [https://issuu.com/mncppc/docs/transportation\\_action\\_guide\\_for\\_urb](https://issuu.com/mncppc/docs/transportation_action_guide_for_urb)
- 2020 College Park City-University Partnership Strategic Vision Project <https://collegeparkpartnership.org/university-district-vision/>
- 2020 Discovery District Wayfinding Plan and Signage Design
- Parcels B and C development plan
- 2020 Discovery District Master Plan
- Other Discovery District studies and reports

In general, the consultant team will be required to:

- Asses all university provided material and real estate initiatives
- Conduct tours and meet with the Work Group to further understand past successes, challenges and future opportunities.
- Develop planning recommendations to meet university real estate initiatives and strategic goals.
- Meet with external stakeholders including representatives neighboring residential communities, community and university partnerships, City of College Park, the Maryland National Capital Park and Planning Commission, county and state elected officials, and local business groups to gain understanding on past successes, challenges and future opportunities. Gather input and feedback from external stakeholders on campus and Discovery District development.
- Maximize existing and planned land use patterns, clusters, site locations and rationale and develop plans for efficient use of space for potential university academic, support, clinic, research, and innovation initiatives.
- Establish development guidelines for university owned parcels including: set-backs; massing; building height; connectivity (people and services access; landscape framework and environmental site design (ESD).
- Develop pedestrian, vehicular and transit connectivity plans to better link Discovery District to the main campus and surrounding communities. Investigate flexible use of existing and proposed parking lots and structures for university and community events through connections to local and regional transit service.
- Coordinate Discovery District and Greater College Park needs with findings from other Work Groups to develop an efficient integrated plan and framework for campus development.
- Summarize and present assessments, findings, issues opportunities and goals for each phase via effective medium for communications, including but not limited to: meetings minutes, written reports, Power Point presentations and 2D and 3D sketches and renderings.

#### J. Student Groups, Open Forums and Additional Stakeholders Meetings

Student Group meetings will be facilitated through the Student Group. In addition, it is anticipated that additional stakeholder meetings may be needed. Additional meetings to solicit input and feedback may include elected officials, University Senate, Architectural Landscape Review Board, foundation boards, alumni groups, other university groups and open forums.

### 5.4 Final Plan & Approval

The final facilities master plan will represent a culmination of stakeholder input and feedback and an integration of concept plans into a holistic Campus Master Plan. The final plan must be consistent with the University System of Maryland Facilities Master Plan Guidelines (revised 7/23/19). The facilities master plan shall be consistent throughout to successfully blend the contributions of all writers into one tone. The Facilities Master Plan and Executive Summary booklet, and related presentation materials are to be completed by June 2023. Presentations to the Board of Regents (B.O.R.) Finance Committee will be September 2023 and Full B.O.R. in October 2023.

**Proposed Final Draft Submissions:** The Consultant shall submit (2) two hardcopies and an electronic copy of all (proposed) final submission deliverables (ex: master plans, assessments, reports, etc.). Until deliverables are officially approved by the University in writing, all documents should be noted as DRAFT. The deliverables must include prior University comments, edits and corrections. The University will conduct their final review to either approve or make further edits.

**Approved Final Drafts:** Upon written approval, the consultant shall submit an electronic version of the Facilities Master Plan and Executive Summary booklet for university reproduction and (10) ten Presentation-Ready, Full color, Perfect Binding, Matte UV Uncoated paper stocks for the inside pages and a coated cover stock for the front and back cover. The Facilities Master Plan and Executive Summary booklet must be a creative, vibrant and compelling document with a graphical

theme that spans that entire plan full of graphics, illustrations, renderings, photos, color displays, changes in text sizes, etc.

The final plan and report will include proposed projects as prioritized by the university in two time periods, projects within the plan's first 10 years and longer-term projects beyond 10 years. All projects should be listed sequentially and have estimated square foot costs. The university will require rendering plans for each campus district. In addition, the consultant will need to provide graphics, text and design for FMP handout pamphlets detailing the plan's highlights.

All reports, information, and data prepared or assembled by the consultant shall be confidential in nature and shall not be made available to any individual or organization, except the University, without the prior written approval of the University unless otherwise required by law.

The University desires that the selected Consultant Team will utilize software consistent with that used by UMD Facilities Management (FM) departments. The FMP documents, containing text, charts, maps, analysis and graphics to support the content, will need to be formatted to allow for easy extraction and reproduction by the university. Rendering quality must allow for clear large-scale printing and website viewing. Current software used by the university is listed below:

Microsoft Office Suite – 2019  
ArcGIS Desktop 10.7.1  
ArcGIS Pro 2.5.0  
Esri CityEngine 2019.1  
Autodesk AutoCAD 2018  
Autodesk Revit 2018  
Sketch Up 2018

## **5.5 Facilities Master Plan Communication**

During each phase of the plan's development the consultant shall provide summaries, reports, and renderings for communication through the Facilities Management website and other various media. The Consultant Team's specialists, in collaboration with FM and University staff for Strategic Communications, will guide the communication strategy for each phase of the FMP development to ensure a transparent process. Final plan rollout and communication strategy will be a collaborative effort by the Consultant Team, University Strategic Communications and the FMP Coordinating Group.

## **5.6 Additional Tasks**

In addition to the preparation of the Facilities Master Plan, other additional tasks may be required by the University of Maryland to augment the comprehensive planning effort. These additional tasks will be developed as separate projects with a fixed scope of services and schedule, and a not-to-exceed Budget. These tasks include, but may not be limited to: future master plan updates/adjustments, development of additional space reports, facility programs in accordance with the latest Maryland Department of Budget and Management specifications and requirements, and presentation reports and graphics. Work on these tasks will proceed only after the University of Maryland's Office of Planning and Construction has approved the written scope of services and the University of Maryland's Procurement Office has issued a notice to proceed. These tasks will be completed under a master contract on an as-needed basis under a one-year base contract with the potential for three (3) optional, one- (1) year extensions. This contract shall be renewable at the option of the University of Maryland. If the contract is to be renewed, the terms and conditions of this contract shall govern each renewal, except that the rates submitted may be increased by the Consumer Price Index (CPI), as published by the Federal Government for Goods and Services for the Washington DC Region, for the latest available year prior to each of the three (3) option renewal periods.

## **5.7 Additional Resources**

In addition to document links provided in the scope of work, additional institutional information and maps, and space standard can be found on the university website <https://umd.edu/> and the Facilities Management website <https://www.facilities.umd.edu>

### **Section D - Packaging and Marking**

**Not Applicable to this Procurement**

### **Section E - Inspection and Acceptance**

**Not Applicable to this Procurement**

### **Section F - Deliveries or Performance**

**As noted in Section C of this Solicitation**

### **Section G - Contract Administration Data**

#### **1. Roles of the University of Maryland Program Manager and Procurement Officer**

The Procurement Officer is the University of Maryland's authorized representative for all pre- contract matters related to this contract. Additionally, throughout the duration of the contract, the Procurement Officer shall be the only individual with authority to modify any provisions of this contract including, without limitation, the statement of work, pricing or any other sections.

The University of Maryland Program Manager and designated staff shall be the principal interface on behalf of the University of Maryland for post-award technical matters, and shall have the authority to explain and provide further details regarding the University of Maryland's expectations concerning the work to be performed hereunder and/or the items to be provided herein. The Program Manager and designated staff shall have no authority to modify any provisions of this contract.

#### **2. Invoicing**

The Consultant shall provide the following invoicing services. Invoices shall reflect the price structure spelled out in Section B.

Before invoices are sent to Accounts Payable, a draft electronic copy must be sent to the designated UMD Program Manager for review, comments and approval. Once approved by the UMD Program Manager, throughout the duration of any resultant contract, the Consultant shall provide one paper copy of each invoice. The paper invoice must contain the following minimum information:

- a. Invoice Number



- b. Invoice Date
- c. The word ORIGINAL printed on the original copy of the document.
- d. The full company or corporate name and address; payment address if it differs from corporate address.
- e. The full nine (9) digit Federal Tax Identification number (for U.S. Consultants only) or Social Security Number.
- f. Purchase order number and/or contract number.

Direct invoices to the following address:  
University of Maryland  
To be provided in contract  
College Park, MD 20742

Any invoice that is unclear, illegible or does not conform to these specific requirements shall be returned to the Consultant for re-issuance.

### 3. Schedule of Payments

Payment will be made net 30 days after receipt of invoice following acceptance of each deliverable outlined in Section C.3 of this solicitation.

### 4. Assignment

No part of the work specified herein may be assigned or transferred to another Consultant without the prior written authorization of the Procurement Officer.

### 5. Notices

Notices under this contract shall be in writing and shall be considered effective upon personal delivery to the individual listed below or five calendar days after deposit in any U.S. mailbox, first class and addressed to the other party as follows:

For the University of Maryland:

Karen Elvidge, CPPB  
University of Maryland  
Department of Procurement &  
Business Services  
2113-R Chesapeake Building  
4300 Terrapin Trail  
College Park, MD 20742-  
3111

Telephone: 301-405-3269

Email: [kelvidge@umd.edu](mailto:kelvidge@umd.edu)

**For Consultant: (please complete the following)**

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Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

## **Section H - Special Contract Requirements**

### **1. Term of Contract**

The contract term shall commence on the date the contract is signed on behalf of the University or such later date as the University directs. The contract term shall terminate upon completion and acceptance of final deliverable (Strategic Plan) currently scheduled for June 30, 2023.

### **2. Insurance Requirements**

The Consultant shall defend, indemnify and save harmless the University System of Maryland, its officers, employees and agents, from any and all claims, liability, losses and causes of actions which may arise out of the errors, omissions and performance or non-performance by the Consultant, employees or agents, of the work covered by this contract.

The Consultant shall secure, pay the premiums for, and keep in force until the expiration of this contract, including any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Consultant under this contract. The amounts of insurance coverage specified below shall be the minimum amount of available insurance to satisfy claims; a policy which allows the costs associated with investigating, management or defense of any claim, or any other cost incurred by the insured or the insurance carrier, to be deducted from the policy limits is not acceptable.

- a. Commercial General Liability Insurance including all extensions-  
\$2,000,000 each occurrence;  
\$2,000,000 personal injury;  
\$2,000,000 general aggregated
- b. Workmen's Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland. Consultants that do not maintain an office in Maryland are to provide Workmen's Compensation Insurance and Unemployment Insurance to the levels required by the laws of the State where they conduct their business.
- c. If automotive equipment is used in the operation, automobile bodily injury liability insurance with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident, and property damage liability insurance, with a limit of not less than \$2,000,000 for each accident.

All policies for liability protection, bodily injury or property damage must specifically and expressly name the University System of Maryland as an insured with respect to operations under the contract and premises occupied by the Consultant. With respect to the Consultants liability for bodily injury or property damage under the items above, such insurance shall cover and not exclude Consultants liability for injury to the property of the University System and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees or guests of the University System.

Each insurance policy shall contain the following endorsement: "It is understood and agreed that the Insurance Company shall notify the Procurement Officer in writing forty-five (45) days in advance of the effective date of any reduction in or cancellation of this policy." A certificate of each policy of insurance shall be furnished to the Procurement Officer. With the exception of

Workmen's Compensation, upon the request of the Procurement Officer a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company, shall be furnished. A certificate of insurance for Workmen's Compensation together with a properly executed endorsement for cancellation notice must always be furnished. The requested Certificates and Policies shall be delivered as directed by the Procurement Officer. Notices of policy changes shall be furnished to the Procurement Officer.

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

3. Parking

If at any time Consultant shall be on the premises of the University of Maryland, then Consultant is responsible for acquiring a valid University of Maryland parking permit, obeying all parking regulations, and paying all fines assessed for violations of parking regulations. Consultant is responsible for ensuring this clause is included in Consultants agreements with sub-consultants.

- a. Do not obstruct walkways, driveways or other public thoroughfares. Parking is prohibited on the turf and sidewalks as well as any other areas not specifically designated for the purpose of vehicle parking. The Consultant vehicles may not be left in fire lanes or ADA parking spaces.
- b. The Consultant may use designated Service parking spaces as long as the Consultant's vehicles display a special permit placed in the vehicle and provided the parked vehicle bears company markings. The University cannot guarantee the availability of these Service spaces. The Consultant can obtain Service Permits from the Department of Campus Parking (301) 314-7275. Parking permits may be purchased at a charge per vehicle per month or pro-rated for shorter periods. For current information concerning parking regulations please visit the Department of Transportation Services web site at: <http://www.inform.umd.edu/DCP/enhanced/special.html>.

4. Minority and Disadvantaged Business Enterprise (MBE) Notice

MBE firms are encouraged to respond to this solicitation.

5. Order of Precedence (within this contract)

In the event of a discrepancy within Sections A through L of this contract, such discrepancy shall be resolved by giving precedence in the following order:

- a) Section H – Special Contract Requirements
- b) Section C – Description/Specifications/Statement of Work
- c) Remaining Sections of Part I (Sections A, B, D, E, F and G)
- d) Part II – Contract Clauses (Section I)
- e) Part III – List of Documents, Exhibits and Other Attachments (Section J)
- f) Part IV – Representations and Instructions (Section K and Section L)

## **PART II - CONTRACT CLAUSES**

### **Section I - Contract Clauses**

**1. Scope of Work**

The Scope of Work is defined in Section C of this document.

**2. Compensation and Method of Payment**

Total compensation is shown in Section A, Item 19 of this document. Method of payment is defined in Section G, Subsections 2 and 3 of this document.

**3. Contract Term**

The contract term is defined in Section H, Subsection 1 of this document.

**4. University Work Rules**

Employees and agents of Consultant shall, while on the premises of the University, comply with all University rules and regulations. Consultant shall acquaint itself with conditions governing the delivery, receiving and storage of materials at the work site if applicable to this work, as not to interfere with University operations. Consultant shall not stop, delay, or interfere with University work schedule without the prior approval of the University's specified representative.

**5. Harmony**

Consultant shall be entirely responsible for working in harmony with all others on the work site when Consultant is working on University premises.

**6. Clean Up**

Consultant agrees to clean up on a daily basis and shall at all times keep the building and premises clean of dirt, trash and debris arising out of the operation of the contract. If Consultant fails to clean up and remove such dirt, trash and debris from the job site, the University may arrange for same at Consultants expense. Upon the completion of the work, Consultant agrees to remove promptly all implements, surplus materials and debris if applicable when it is working on the University premises.

**7. Independent Consultant**

It is understood and agreed that the Consultant is an independent Consultant of the University and not an employee. The University shall not withhold income taxes, social security, or any other sums from the payments made to the Consultant hereafter. If the Consultant employs additional persons in the performance of this contract, those persons shall in no way be considered employees of the University, but rather they shall be employees or Consultants of the Consultant, and the Consultant bears full responsibility for compensating those persons.

**8. Truth-In-Negotiation Certification - Not Applicable to this Procurement**

**9. Multi-Year Contracts Contingent upon Appropriations**

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the University's rights or the Consultants rights under any termination section in this Contract. The effect of

termination of the Contract hereunder will be to discharge both the Consultant and the University from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Consultant shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The University shall notify the Consultant 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.

**10. Variations in Estimated Quantities- Not Applicable**

**11. Liquidated Damages- Not Applicable**

**12. Specifications**

All materials, equipment, supplies or services shall conform to Federal and State laws and regulations, and to the specifications contained herein.

**13. Cost and Price Certification**

By submitting cost or price information the Consultant certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

- a. A negotiated contract, if the total contract price is expected to exceed \$100,000 or a smaller amount set by the Procurement Officer; or
- b. A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the Procurement Officer.

The price under this contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Consultant furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

**14. Delays and Extensions of Time**

- (1) The Consultant agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the work specified in this contract.
- (2) Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Consultant in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of sub consultants or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Consultant or the sub consultants or suppliers.

**15. Suspension of Work**

The Procurement Officer unilaterally may order the Consultant in writing to suspend, delay or interrupt all or any part of the work for such period of time as he or she may determine to be appropriate for the convenience of the University.

**16. Payment of University Obligations**

Payments to the Consultant pursuant to this contract shall be made no later than thirty (30) days after the University's receipt of a proper invoice from the Consultant. Charges for late payment of invoices, other

than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, are prohibited. Electronic funds transfer (EFT) will be used by the State to pay Consultant(s) for Contracts with a value over \$200,000 and any other State payments due Consultant(s) unless the State Comptroller's Office grants Consultant(s) an exemption.

#### **17. Delivery and Acceptance**

Delivery shall be made in accordance with the solicitation specifications. The University, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Consultants control. The University unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The University reserves the right to test any materials, equipment, supplies or services delivered to determine if the specifications have been met. The materials listed in the bid or proposal shall be delivered FOB the point or points specified prior to, or on the date specified in the bid or proposal. Any material or service that is defective or fails to meet the terms of the solicitation specifications will be rejected. Rejected materials or services shall be promptly replaced or re-performed, at the direction of the University. The University reserves the right to purchase replacement materials or services in the open market. Consultants failing to promptly replace materials or re-perform services lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

#### **18. Non-Hiring of Officials and Employees**

No official or employee of the State of Maryland whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall, during the pendency and term of this contract and while serving as an official or employee of the State become or be an employee of the Consultant or any entity that is a sub Consultant on this contract.

#### **19. Nondiscrimination in Employment**

The Consultant agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation (added effective October 1, 2001) or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw material; and (c) to post in conspicuous places accessible to employees and applicants for employment, notices setting forth the substance of this section.

#### **20. Financial Disclosure**

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

*NOTE: The financial disclosure form is available under "Public Disclosures" on the following web site:*

[www.sos.state.md.us](http://www.sos.state.md.us)

#### **21. Political Contribution Disclosure**

The Consultant shall comply with the provisions of Article 33, Sections 14-101 through 14-104, Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State, a county, a municipal corporation or other political subdivision of the State, or their

agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws:

- (1) prior to purchase, completion or execution of any sale or any lease or contract by the University, and shall cover the preceding two calendar years; and
- (2) if the contribution is made after the completion of a sale or purchase, or execution of a lease or contract, then, twice a year, throughout the contract term, on (1) February 5, to cover the 6-month period ending January 31; and (2) August 5, to cover the 6 month period ending July 31.

*NOTE: The political contribution disclosure form is available as "Title 14" under "Campaign Finance and Campaign Fund Reporting" under the "Forms" heading of the following web site: [www.elections.state.md.us](http://www.elections.state.md.us)*

## **22. Disputes**

- (1) This contract is subject to the University System of Maryland (USM) Procurement Policies and Procedures, and the University of Maryland Procurement Policies and Procedures.
- (2) Except as otherwise provided by law, all disputes arising under or as a result of a breach of this contract that are not disposed of by mutual agreement shall be resolved in accordance with this section.
- (3) As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this section. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this section.
- (4) Within thirty days of when the basis of the claim is known or should have been known, whichever is earlier, the claim shall be made in writing and submitted to the Procurement Officer for decision in consultation with the Office of the Attorney General, as appropriate.
- (5) When a claim cannot be resolved by mutual agreement, the Consultant shall submit a written request for final decision to the Procurement Officer. The written request shall set forth all the facts surrounding the controversy.
- (6) The Consultant, at the discretion of the Procurement Officer, may be afforded an opportunity to be heard and to offer evidence in support of his claim.
- (7) The Procurement Officer shall render a written decision on all claims within 180 days of receipt of the Consultants written claim, unless the Procurement Officer determines that a longer period is necessary to resolve the claim. If a decision is not issued within 180 days, the Procurement Officer shall notify the Consultant of the time within which a decision shall be rendered and the reasons for such time extension. The decision shall be furnished to the Consultant, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. The Procurement Officer's decision shall be deemed the final action of the University.
- (8) The Procurement Officer's decision shall be final and conclusive unless the Consultant mails or otherwise files a written appeal with the Maryland State Board of Contract Appeals within 30 days of receipt of the decision.
- (9) Pending resolution of a claim, the Consultant shall proceed diligently with the performance of the contract in accordance with the Procurement Officer's decision.

## **23. Termination for Convenience**

- (1) The performance of work under this contract may be terminated by the University in whole or in part, in accordance with this section, whenever the University shall determine that such termination is



in the best interest of the University or the State. Any such termination shall be effected by delivery to the Consultant of a Notice of Termination specifying the extent to which performance of work is terminated and the time when such termination becomes effective.

(2) After receipt of a Notice of Termination, and except as otherwise directed by the Procurement Officer, the Consultant shall:

- (a) stop work as specified in the Notice of Termination;
  - (b) place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of the portion of the work under the contract as is not terminated;
  - (c) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
  - (d) assign to the University, in the manner, at times, and to the extent directed by the Procurement Officer, all of the right, title, and interest of the Consultant under the orders and subcontracts so terminated, in which case the University shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
  - (e) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Procurement Officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this section;
  - (f) transfer title and deliver to the University, in the manner, at the times, and to the extent, if any, directed by the Procurement Officer,
    - (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and
    - (ii) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the University;
  - (g) use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Procurement Officer, any property of the types referred to in (f) above; provided, however, that the Consultant
    - (i) may not be required to extend credit to any purchaser, and
    - (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Procurement Officer; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the University to the Consultant under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Procurement Officer may direct;
  - (h) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and
  - (i) take any action that may be necessary, or as the Procurement Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Consultant and in which the University has or may acquire an interest. The Consultant shall submit to the Procurement Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Procurement Officer, and may request the University to remove them or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the University shall accept title to these items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the Procurement Officer upon removal of the items, or if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made before final settlement.
- (3) After receipt of a Notice of Termination, the Consultant shall submit to the Procurement Officer his termination claim, in the form and with certification prescribed by the Procurement Officer. This claim

shall be submitted promptly but in no event later than one (1) year from the effective date of termination, unless one or more extensions in writing are granted by the Procurement Officer, upon request of the Consultant made in writing within the one-year period or authorized extension thereof. However, if the Procurement Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after the one-year period or any extension thereof.

Upon failure of the Consultant to submit his termination claim within the time allowed, the Procurement Officer may determine the claim at any time after the one-year period or any extension thereof. Upon failure of the Consultant to submit his termination claim within the time allowed, the Procurement Officer may determine, on the basis of information available to him, the amount, if any, due to the Consultant by reason of the termination and shall thereupon pay to the Consultant the amount so determined.

(4) Subject to the provisions of paragraph (3), the Consultant and the Procurement Officer may agree upon the whole or any part of the amount or amounts to be paid to the Consultant by reason of the total or partial termination of work pursuant to this section, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Consultant shall be paid the agreed amount. Nothing in paragraph (5) of this section, prescribing the amount to be paid to the Consultant in the event of failure of the Consultant and the Procurement Officer to agree upon the whole amount to be paid to the Consultant by reason of the termination of work pursuant to this section, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts that may be agreed upon to be paid to the Consultant pursuant to this paragraph.

(5) In the event of the failure of the Consultant and the Procurement Officer to agree as provided in paragraph (4) upon the whole amount to be paid to the Consultant by reason of the termination of work pursuant to this section, the Procurement Officer shall pay to the Consultant the amounts determined by the Procurement Officer as follows, but without duplication of any amounts agreed upon in accordance with paragraph (4):

(a) for completed supplies or services accepted by the University (or sold or acquired as provided in paragraph (2) (g) above) and for which payment has not theretofore been made, a sum equivalent to the aggregate price for the supplies or services computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving of freight or other charges;

(b) the total of-

(i) the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under paragraph (5)(a) hereof;

(ii) the cost of settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (2) (e) above, which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by sub Consultants or Consultants before the effective date of the Notice of Termination, which amounts shall be included in the costs payable under (g) above); and

(iii) a sum, as profit on (i) above, determined by the Procurement Officer to be fair and reasonable; provided, however, that if it appears that the Consultant would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (iii) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

(c) the reasonable cost of settlement accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated

portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this contract.

The total sum to be paid to the Consultant under (a) and (b) of this paragraph shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the University shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Consultant as provided in (5) (a) and (b) (i) above, the fair value, as determined by the Procurement Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the University or to a buyer pursuant to paragraph (2) (g).

(6) Costs claimed, agreed to, or determined pursuant to (3), (4), (5) and (11) hereof shall be in accordance with USM Procurement Policies and Procedures in effect on the date of this contract.

(7) The Consultant shall have the right of appeal, under the section of this contract entitled "Disputes," from any determination made by the Procurement Officer under paragraph (3), (5), or (9) hereof, except that if the Consultant has failed to submit his claim within the time provided in paragraph (3) or (9) hereof, and has failed to request extension of the time, he shall have no right of appeal. In any case where the Procurement Officer has made a determination of the amount due under paragraph (3), (5), or

(9) Hereof, the University shall pay to the Consultant the following: (a) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Procurement Officer, or (b) if an appeal has been taken, the amount finally determined on such appeal.

(8) In arriving at the amount due the Consultant under this section there shall be deducted (a) all unliquidated advance or other payments on account theretofore made to the Consultant, applicable to the terminated portion of this contract, (b) any claim which the University may have against the Consultant in connection with this contract, and (c) the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Consultant or sold, pursuant to the provisions of this section, and not otherwise recovered by or credited to the University.

(9) If the termination hereunder be partial, the Consultant may file with the Procurement Officer a claim for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the Consultant for an equitable adjustment under this section shall be asserted within ninety (90) days from the effective date of the termination notice, unless an extension is granted in writing by the Procurement Officer.

(10) The University may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Consultant in connection with the terminated portion of this contract whenever in the opinion of the Procurement Officer the aggregate of such payments shall be within the amount to which the Consultant shall be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this section, such excess shall be payable by the Consultant to the University upon demand, together with interest computed at the prime rate established by the State Treasurer for the period from the date such excess payment is received by the Consultant to the date on which such excess is repaid to the State; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Consultants claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition, or a later date as determined by the Procurement Officer by reason of the circumstances.

(11) Unless otherwise provided for in this contract, or by applicable statute, the Consultant shall, from the effective date of termination until the expiration of three years after final settlement under this contract, preserve and make available to the University at all reasonable times at the office of the

Consultant but without direct charge to the University, all his books, records, documents and other evidence bearing on the costs and expenses of the Consultant under this contract and relating to the work terminated hereunder, or, to the extent approved by the Procurement Officer, reproductions thereof.

#### **24. Termination for Default**

(1) The University may, subject to the provisions of paragraph (3) below, by written notice of default to the Consultant, terminate the contract in whole or in part in any one of the following circumstances: (a) If the Consultant fails to perform within the time specified herein or any extension thereof, or (b) If the Consultant fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Procurement Officer may authorize in writing) after receipt of notice from the Procurement Officer specifying such failure.

(2) In the event the University terminates this contract in whole or in part as provided in paragraph (1) of this section, the University may procure substitute performance upon terms and in whatever manner the Procurement Officer may deem appropriate, and the Consultant shall be liable to the University for any excess costs for substitute performance; provided, that the Consultant shall continue the performance of this contract to the extent not terminated under the provisions of this section.

(3) Except with respect to defaults of sub Consultants, the Consultant shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the University in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform shall be beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a sub Consultant, and if the default arises out of causes beyond the control of both the Consultant and sub Consultant, and without the fault or negligence of either of them, the Consultant shall not be liable for any excess costs for failure to perform unless substitute performance for the sub Consultant was obtainable from another source in sufficient time to permit the Consultant to meet the performance schedule.

(4) If, after notice of termination of this contract under the provisions of this section, it is determined for any reason that the Consultant was not in default under the provisions of this section, or that the default was excusable under the provisions of this section, the rights and obligations of the parties shall, if the contract contains a section providing for termination for convenience of the University, be the same as if the notice of termination had been issued pursuant to such section. If, after notice of termination of this contract under the provisions of this section, it is determined for any reason that the Consultant was not in default under the provisions of this section, and if this contract does not contain a section providing for termination for convenience of the University, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a claim as defined in the section of this contract entitled "Disputes".

(5) If this contract is terminated as provided in paragraph (1) of this section, the University, in addition to any other rights provided in this section, may require the Consultant to transfer title and deliver to the University, in the manner, at the times, and to the extent, if any, directed by the Procurement Officer,

(a) the fabricated or unfabricated parts, work in progress, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (b) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the University; and the Consultant shall, upon direction of the Procurement Officer, protect and

preserve property in the possession of the Consultant in which the University has an interest. Payment for completed supplies delivered to and accepted by the University shall be at the contract price.

Payment for manufacturing materials delivered to and accepted by the University and for the protection and preservation of property shall be in an amount agreed upon by the Consultant and Procurement Officer; failure to agree to such amount shall be a claim as defined in the section of this contract entitled "Disputes". The University may withhold from amounts otherwise due the Consultant hereunder such sum as the Procurement Officer determines to be necessary to protect the University against loss because of outstanding liens or claims of former lien holders.

(6) The rights and remedies of the University provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(7) As used in paragraph (3) of this section, the terms, "subConsultant" and "sub Consultants" mean sub Consultant(s) at any tier.

## **25. Arrearages**

By submitting a response to this solicitation, the proposer 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 in arrears during the term of the contract if selected for contract award.

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 Consultant and approved by the University for payment may not be processed by the Comptroller for payment to the Consultant if an arrearage in excess of \$50 exists.

## **26. Compliance with Laws**

The Consultant hereby represents and warrants that: **A.** It is qualified to do business in the state of Maryland and that it will take such actions as, from time to time hereafter, may be necessary to remain so qualified; **B.** It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this contract; and **C.** it shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this contract.

## **27. Retention of Records**

The Consultant shall retain and maintain all records and documents relating to this contract for three years after final payment by the University hereunder or any applicable statute of limitation, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the Procurement Officer or his designee, at all reasonable times.

## **28. Tax Exemption**

The State is generally exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, District of Columbia Sales Taxes and Transportation Taxes. Exemption certificates shall be completed upon request. Where a Consultant is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Consultant shall pay the Maryland Sales Tax and the exemption does not apply.

## **29. Registration**

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. Before doing any intrastate business in this State, a foreign corporation shall register with the Department of Assessments and Taxation.

*NOTE: The registration form is available as "Combined Registration Application" under the "Businesses" heading of the following web site:*

[www.marylandtaxes.com](http://www.marylandtaxes.com)

**Questions about this requirement may be sent to the Department of Assessment and Taxation at [Charterhelp@dat.state.md.us](mailto:Charterhelp@dat.state.md.us) and a response should be forthcoming within 24 hours.**

### **30. EPA Compliance**

Materials, supplies, equipment or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

### **31. Occupational Safety and Health Act**

All materials, supplies, equipment, or services supplied as a result of this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

### **32. Maryland Law Prevails**

The provisions of this contract shall be governed by the laws of Maryland

### **33. Software Licensing - Not Applicable to this Procurement**

### **34. MUCITA - Not Applicable to this Procurement**

### **35. Applicability of Federal Laws**

If Federal contract and/or grant funds are utilized in any manner in the performance of this contract, then the University reserves the right to bind Consultant to all applicable clauses of the Federal Acquisition Regulation (FAR) and other FAR supplements, as well as all applicable provisions of the Office of Management and Budget (OMB) Circular A-110. Consultant agrees to promptly complete and return to the University any related forms and/or affidavits as may be required.

### **36. Protests and Claims**

Any protest regarding the award of this contract or claim arising out of this contract shall be administered in accordance with the University System of Maryland Procurement Policies and Procedures, Section X - Protests and Claims. Detail is available by accessing the following web site: [www.purchase.umd.edu](http://www.purchase.umd.edu) Click on this web site, then select the category "Policies and Procedures", followed by "USM Procurement Policies and Procedures".

### **37. Intellectual Property**

Intellectual Property Warranty and Indemnification. The Consultant represents and warrants that any materials or deliverables, including all Works, provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If deliverables, materials or Works provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, University shall have the right, in its sole discretion, to require Consultant to produce, at Consultants own expense, new non-infringing materials, deliverables or Works as a means of

remedying any claim of infringement in addition to any other remedy available to the University under law or equity. Consultant further agrees to indemnify and hold harmless the University, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Consultant receives payment under this contract, University shall be entitled, upon written notice to Consultant, to withhold some or all of such payment.

**38. E-Maryland Marketplace Advantage**

All vendors interested in conducting business with the University of Maryland must register at: [www.emarylandmarketplace.com](http://www.emarylandmarketplace.com) <http://www.emarylandmarketplace.com/>. Registration is free. eMarylandMarketplace™ is the State of Maryland's Internet-based procurement system. Registered vendors can access bid solicitations and receive email notification when new solicitations are posted.

**39. Eligibility to Purchase - Not Applicable to this Procurement**

**40. Use of Agreement by Third Parties – Not Applicable to This Procurement**

**41. Proposal Affidavit**

The enclosed Proposal Affidavit shall be completed and submitted to the Procurement Officer as part of Consultants proposal.

**42. Contract Affidavit**

Only the successful firm needs to complete and submit the enclosed Contract Affidavit, after receiving an “intent to award” notice.

**43. Changes**

The Procurement Officer may at any time, by written order, make unilateral changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when any supplies to be furnished are to be specially manufactured for the University in accordance with the drawings, designs, or specifications.
- (5) Method of shipment or packing of supplies.
- (6) Place of delivery.

The section entitled “Delays and Extensions of Time” prohibits the Consultant from making charges or claims for damages for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. If a change, as allowed above, causes an increase or decrease in the cost of the work which is not time-related, the University shall make an equitable adjustment in the contract price and shall modify the contract.

The Consultant must assert its right to an adjustment under this section within 30 days from the date of receipt of the written order. Any request for an adjustment must be submitted in writing to the Procurement Officer.

Failure to agree to any adjustment shall be a dispute under the Disputes section. However, nothing in this section shall excuse the Consultant from proceeding with the contract as changed.



## **PART III – ADDITIONAL SCOPE ITEMS**

### **SECTION J. Spec 01 1000 SUMMARY**

#### **PART 1 GENERAL**

##### **1.02 CONSULTANT USE OF SITE AND PREMISES**

- A. Project Operations: Reference the totality of the contract documents.
  - 1. Work must not disrupt activities in buildings. Any activities that disrupt University activities must be performed during non-business or operating hours as deemed necessary by the University.
- B. Time Restrictions:
  - 1. On-Site Work Hours: Unlimited, unless otherwise indicated.
    - a. Normal Business Hours: 7:00 am to 5:00 pm Monday thru Friday.
    - b. Additional Hours: Additional hours and weekend hours can be worked after notifying the University.
    - c. Hours for Noise-Generating (Loud) activities shall be coordinated with and approved by the Owner. Owner shall be notified at least 10 days in advance. Work outside of normal business hours shall not be at a cost to the University or the project.

##### **1.03 WORK SEQUENCE**

- A. Coordinate schedule and operations with University of Maryland project contact.

##### **1.04 GENERAL RESTRICTIONS**

- A. Consultants are prohibited from standing on or using existing furniture, fixtures or equipment in lieu of approved ladders or lifts.
- B. Bathroom fixtures may not be used for the cleaning of the Consultant tools and equipment.
- C. The Consultant will not be granted access to or be allowed to perform any work or store any materials in any rooms that do not require any work under this project, except those specifically designated by the Owner.
- D. The Consultant shall not prop exterior doors open and shall ensure all windows and exterior doors are closed and locked at the end of each work shift.
- E. Smoking is prohibited on campus.
- F. Department of Consultant Personnel: Personnel of Consultant and any Sub consultants or other persons with a subsidiary contractual relationship to the Consultant shall at all times maintain a professional attitude, appearance, and demeanor. Such personnel shall be required to comply

with the University of Maryland code of conduct. Any behavior in opposition to the University's code of conduct shall result in immediate discharge and disbarment from the campus at the discretion of the Residential Facilities Department or any University Administrator. No additional time or money shall be due to the Consultant as a result of such action by the University. In accordance with University Policy, sexual harassment, discrimination and the use of alcohol or drugs is strictly forbidden. The Consultant and employees will be held accountable for any conduct that violates University Policy.

- G. Consultants shall be governed by the current University Covid-19 protocols posted at [www.purchase.umd.edu](http://www.purchase.umd.edu)

## **1.05 SPECIFICATION AND DRAWING CONVENTIONS**

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-Division format and CSI/CSC's "Master Format" numbering system.
1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Fully review all specifications before proceeding with any work.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  2. Specification requirements are to be performed by Consultant unless specifically stated otherwise. If there is a discrepancy between contract documents or contract specifications, the more stringent or beneficial requirement for the University as deemed by the University shall apply.
  3. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.

4. Defined time periods and dates in the specifications are to be considered Calendar Days unless noted otherwise.

- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

**Spec 01 2000**  
**PRICE AND PAYMENT PROCEDURES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Procedures for preparation and submittal of applications for progress payments.  
E. Procedures for preparation and submittal of application for final payment.

**1.02 SCHEDULE OF VALUES**

- A. The Schedule of Values (SOV) consists of a statement furnished by Consultant allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Consultant's Applications for Payment.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to UMD and Owner for approval.
- C. Forms filled out by hand will not be accepted.
- D. Submit draft Schedule of Values in duplicate within 21 days after date of Owner-Consultant Agreement, or Notice to proceed if that date is earlier. Owner will review Schedule of Values and either approve as is or send comments back to Consultant. Consultant shall have 7 days to revise and resubmit. An approved SOV is required by a consultant can submit an invoice.
- E. Format: Utilize the Scope of Work as a guide to establish line items for the schedule of values.
1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.
    - b. Name of Owner
    - c. Consultant's name and address.
    - d. Date of submittal.
  2. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
    - a. Description of the Work.
    - b. Name of Sub consultant.
    - c. Dollar value of the following, as a percentage of the Contract Sum to nearest one hundredth percent, adjusted to total 100 percent.
  3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. The owner shall have approval to require further breakdowns if deemed appropriate. Coordinate with Scope of Work. Provide multiple line items for principal subcontract amounts where appropriate.

4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Each item in the schedule of values and Applications for Payment shall be complete. Include separately for each line item, a direct proportional amount of Consultant's overhead and profit.
  - a. Major cost items that are not direct cost of actual physical work should be shown as separate line items in the schedule of values.
6. Schedule of values updating: Update and resubmit the schedule of values and obtain an approved schedule of value before the first Application for Payment.

### **1.03 APPLICATIONS FOR PROGRESS PAYMENTS**

- A. Payment Period: Submit pay applications no more than once a month. Submit at regular intervals, coordinated with Progress Meetings.
- B. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments paid for by Owner.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for payment or a similar form/layout that allows for displaying the same information.
- D. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to UMD for approval.
- E. Forms filled out by hand will not be accepted.
- F. Complete every entry on form. Owner will return incomplete applications without action. For each item, provide a column for listing each of the following:
  1. Item Number.
  2. Description of work.
  3. Scheduled Values.
  4. Previous Applications.
  5. Percentage of Completion.
  6. Balance to Finish.
- G. Execute by a person authorized to sign legal documents on behalf of Consultant.
- H. Use data from approved Schedule of Values. Entries shall match data on the schedule of values and Consultant's schedule. Use updated schedules if revisions were made. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- I. When UMD requires substantiating information, submit data justifying dollar amounts in question.
- J. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  1. List of Sub consultants and project contact list

2. Schedule of values

Final Payment Application: After completing Project closeout requirements and completing all work, submit final Application for Payment with supporting documentation not previously submitted and accepted, including, but not limited, to the following:

3. Evidence of completion of Project closeout requirements.

**Spec 01 3000**  
**ADMINISTRATIVE REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Kick-off meeting.
- B. Progress meetings.
- C. Administrative and supervisory personnel.
- D. Submittals for review, information, and project closeout.
- E. Submittal procedures.
- F. Requests for information.

**1.02 DEFINITIONS**

- A. Request for Information (RFI): A written document submitted by the Consultant requesting clarification of a portion of the project.
- B. Submittals for Review: Written and graphic information that requires Owner's responsive action.
- C. Submittals for Information: Written information that does not require Owner's approval. Submittals may be rejected for not complying with requirements.

**1.03 PROJECT REPRESENTATIVE**

- A. Project Representative: As designated by University of Maryland.
- B. Cooperate with the Project Representative in allocation of mobilization areas of site; for field offices and sheds, for site access, traffic, and parking facilities.
- C. During the project duration, coordinate use of site and facilities through the Project Representative.

**1.04 ADMINISTRATIVE AND SUPERVISORY PERSONNEL**

- A. General: In addition to Project Manager, provide other administrative and supervisory personnel as required for proper performance of the Work.
  - 1. Include special personnel required for coordination of operations with other Consultants. Individuals presented to the University during the bidding phase shall be assigned to the DSA Facilities Strategic Project. No substitutions will be permitted unless approved by the University. The University's approval will not be unreasonable withheld. Personnel substitutions must be submitted to provide an equal or better value to the project defined as experience, knowledge and/or combination of unique skills.

**1.05 SUBMITTAL PROCESS**

A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF) format.

B. Submittal Process:

## **1.06**

1 The intent of electronic submittals is to expedite the project process by reducing paperwork, improving information flow, and decreasing turnaround time.

1. It is Consultant's responsibility to submit documents in PDF format.

2. Image Quality:

a. Image resolution: The PDF files shall be created at a minimum resolution of 200 dots per inch utilizing the original document size. The Consultant will be responsible to increase the resolution of the scanned file or images being submitted as required to adequately present the information.

b. Image Color Rendition: When information represented requires color to convey the intent and compliance, provide full color PDF reproduction.

B. Procedures:

1. Consultant shall review and confirm that a submittal complies with the requirements of the Contract Documents.

2. Owner review comments will be made available. Consultant will receive email notice of completed review.

3. Distribution of reviewed submittals to Sub consultants is the responsibility of the Consultant.

## **1.07 PROJECT MEETINGS, GENERAL**

A. General: Schedule and conduct meetings at an approved on campus site and/or via a conference/video call as directed by the University. Project Meetings can be assumed to be 75% virtual and 25% in person. The University shall have the right to increase the percentage of virtual meetings with no contractual change if desired.

1. Attendees: Advise the University of the purpose of each meeting (at a minimum of 30 days in advance) so the University can assure needed attendance. Propose requested attendees. Work within the University schedule meeting dates and times.

2. The Consultant will prepare the Agenda and record the minutes.

3. Coordination Meetings: Conduct Project coordination meetings at regular intervals as Is needed. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings.

## **1.08 PROJECT KICKOFF MEETING**

A. Attend a project kickoff conference before starting project, at a time convenient to Owner, and relevant authorities, as soon as possible but no later than 10 days after Notice to Proceed. The University is to hold the conference at the University or another location of the University's choosing. The University will review responsibilities and personnel assignments.

B. Attendance Required: Authorized representatives of Owner and Consultant. Sub consultants are optional. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

C. Agenda:

1. Contact List and Introductions
2. Discussion of procedures and expectations
3. Consultants plan to execute the Scope of work
4. Discussion of Consultant's initial schedule & requirements for final schedule
5. Critical sequencing.
6. Access to premises
7. Obtaining documentation
8. Parking availability.
9. Procedures and processing for requesting meetings
10. Process for submittals
11. Process for SOV and applications for payments
12. Other items as determined by University of Maryland.

D. The Consultant shall record minutes and distribute copies to participants and those affected by decisions made within three (3) days of meeting.

**1.09 PROGRESS MEETINGS**

A. Attend project meetings throughout progress of the Work. Meetings will be scheduled no less than every two weeks. The first project meeting shall be scheduled no later than 21 days after Notice to Proceed.

B. The Consultant will prepare the Agenda and record the minutes.

C. Attendance Required: Project manager, major Sub consultants involved in current work, UMD, and others as appropriate should be added to agenda topics for each meeting. Each Consultant and major Sub consultant involved in planning, coordination, or performance of future activities (projected within the next 30 days) shall be represented at meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

D. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

E. Consultant's Project Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Consultant's Project Schedule. Determine how work behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time

F. Review present and future needs of each entity present, including the following:

1. Review minutes of previous meetings.
2. Review of Work progress
3. Review 2-week look-ahead (detailed)
4. Review of full project schedule
5. Identification of problems that impede, or will impede, planned progress
6. Corrective measures to regain projected schedule (if delayed)
7. Project observations and decisions
8. Review of requests and submittals



9. Interface & coordination requirements/requests
10. Requested Access
11. Request for payment requests
12. Other items as determined by University of Maryland

#### **1.10 COORDINATION PROCEDURES**

A. Coordination: Coordinate project operations included to ensure efficient and orderly execution of each part of the Work. Request, through the Owner, information and documentation from Owner as required for coordination. Direct Sub consultants to perform coordination operations with each other as required to support Consultant's coordination efforts.

1. Schedule project operations in sequence required to obtain the best results where execution of one part of the Work depends on execution of other components, before or after its own execution.

B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other project activities to avoid conflicts and to ensure orderly progress Of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Consultant's project schedule.
2. Preparation of the schedule of values.
3. Delivery and processing of submittals.
4. Progress meetings.
5. Incorporation of Owner time periods.
6. Processing and submission of project questions and requests
7. Project closeout activities.

C. Requests for Information (RFI): Make Requests for Information in writing to the Owner immediately when the Contract Documents have been thoroughly reviewed with regard to a specific issue and a clarification of the Contract Documents regarding that issue is required. When issues are first seen, issue applicable RFI's within 2 business days of first observing the noted issue. Failure to document and submit timely RFI's shall not be permitted.

1. The Owner will only review Requests for Information received directly from the Consultant in the required written form. Include the following:

- a. Project name, as listed on the Contract Documents
- b. Date.
- c. Name, address, telephone and email address of the Consultant.
- d. Number and title of appropriate Specification Section or Sections.
- e. Drawing numbers and detail references, as appropriate.
- f. RFI Number.
- g. Clear, concise, explanation of information or clarification requested.
- h. Blank space for Owner's/Owners written response.

2. Assign a "RFI Number" to each RFI. Assign numbers sequentially starting with 1.

3. A Request for Information and the Owner response does not alter or change the requirements of the Contract Documents and is not an authorization to proceed in a manner resulting in Work that does not comply with the Contract Documents or results in extra cost to the Owner.

4. Allow five (5) working days for a response from the Owner. If additional information or corrections are required, the time period will run from the time that this information is received by the Owner.

#### **1.10 SUBMITTALS FOR REVIEW**

A. General: Prepare and submit Submittals for Review.

1. Number of Copies: Submit electronically.

B. Samples: Prepare materials or products, including the following:

1. Samples for Initial Selection: Submit consultant document color schemes, concepts and options.

2. Owner's favorable review of samples will not preclude rejection of Work/documents discovered to have defects or that is otherwise not in compliance with the Contract Documents and which defects or noncompliance reviewed Samples failed to represent.

C. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract
2. Short description of work to perform

D. Submit SOV

E. Submit Project Schedule

F. Owner's Action: Owner will not review submittals that do not bear Consultant's approval and will return them without action.

1. Submittals for Review: Owner will review each submittal, make marks to indicate corrections or modifications required, and return it. Owner will note each submittal with an action as follows:

- a. Final Unrestricted Release: When the Owner marks a submittal "Approved," the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.
- b. Final-But-Restricted Release: When the Owner marks a submittal "Approved as Noted," the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance.
- c. Returned for Resubmittal: When the Owner marks a submittal "Revise and Resubmit" or "Not Approved", do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. "Not Approved" means that a new submittal will be required indicating a different product that is in compliance with the Contract Documents. Repeat if necessary to obtain different action mark.
  - 1). Do not use, or allow others to use, submittals marked "Revise and Resubmit" at the Project Site or elsewhere where Work is in progress.
- d. Other Action: Where a submittal is for information or record purposes or special processing or other activity, the Owner will return the submittal marked "Action Not Required."

2. Submittals for Information: Owner will review each submittal and will not return

it, or will reject and return it if it does not comply with requirements. Owner will forward each submittal to appropriate party.

3. Submittals not required by the Contract Documents will not be reviewed and will be returned to the sender without action

G. Resubmittals: Promptly make required corrections and resubmit to the Owner only those submittals which the Owner has specifically requested be resubmitted by placing the mark "Revise and Resubmit" on the original submittal or transmittal.

1. Clearly identify revisions made to a submittal which were not specifically requested by the Owner on previous submissions.

2. When resubmitting a Sample, clearly mark the Sample with the words "Resubmitted Sample" in addition to other information required.

H. Additional Copies: Unless additional physical copies are required for final submittal, and unless Owner observes noncompliance with provisions of the Contract Documents, initial submittal may serve as final submittal.

1. Submit physical copy of submittal (where such is required) to concurrent reviewer in addition to specified number of copies to Owner.

I. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form (attached pdf for electronic submittals). Owner will return submittals, without review, received from sources other than Consultant.

1. On an attached separate sheet, prepared on Consultant's letterhead, record relevant information, requests for data, revisions other than those requested by Owner on previous submittals, and deviations from requirements of the Contract Documents, including minor variations and limitations and reasons for deviations. Include the same label information as the related submittal.

2. Transmittal Form: Upon approval by the Owner, use Consultant's standard transmittal form indicating all required information for transmittal of submittals. Provide locations on form for the following information:

- a. Project name
- b. Date.
- c. Name, address, telephone and FAX numbers of the Consultant.
- d. Name and address of the Sub consultant.
- e. Signature of transmitter.

J. Method of Transmittal: Transmit physical submittals (samples etc.) by first class mail, overnight mail, messenger, or personal delivery to the office of the Owner. Use method necessary to maintain schedule.

K. Distribution: Furnish copies of final submittals to Sub consultants, and others as necessary for performance of project activities. Include Owner and Consultants where appropriate. Show distribution on transmittal forms. Instruct parties to promptly report any inability to comply with requirements.

L. Use for Project: Use only final submittals with mark indicating action taken by Owner in connection with project.

## **SECTION 01 3216 PROJECT PROGRESS SCHEDULE**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Project progress schedule
- B. Submittals Schedule.

#### **1.02 RELATED SECTIONS**

- A. Section 01 2000 - Price and Payment Procedures for submitting the Schedule of Values.
- B. Section 01 3000 - Project Management and Coordination for submitting and distributing meeting and conference minutes, schedules, and reports.

#### **1.03 REFERENCES**

- A. AGC (CPSM) - Project Planning and Scheduling Manual; Associated Consultants of America; 2004.
- B. M-H (CPM) - CPM in Project Management - Project Management with CPM, O'Brien, McGraw-Hill Book Company; 2006.

#### **1.04 SUBMITTALS**

- A. Within 21 working days after date of Notice to Proceed, submit draft project schedule. Schedule shall define planned operations for project period.

#### **1.05 DEFINITIONS**

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the project. Activities included in a project schedule consume time and resources.
  - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
  - 2. Predecessor activity is an activity that must be completed before a given activity can be started.
- B. CPM: Critical path method, which is a method of planning and scheduling a project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time belongs to Owner.

2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.
3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

F. Fragment: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.

G. Major Area: A story of project, a separate building, or a similar significant project element.

H. Milestone: A key or critical point in time for reference or measurement.

### **1.06 SCHEDULE FORMAT**

- A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.
- B. Sheet Size: Multiples of 8-1/2 x 11 inches (216 x 280 mm).
- C. Scale and Spacing: To allow for notations and revisions.

### **1.07 COORDINATION**

- A. Coordinate review of Consultants schedule with performance of project activities.

## **PART 2 PRODUCTS - NOT USED**

## **PART 3 EXECUTION**

### **3.01 PROJECT PROGRESS SCHEDULE**

A. Consultant's Project Schedule, Critical Path Method (CPM) format: Submit two printed copies of initial schedule, one a reproducible print and one a blue- or black-line print, large enough to show entire schedule for entire project period. Submit electronic schedule program file in MS Project format, or an approved UMD format. All documents shall have the ability to convert to a PDF.

1. Establish procedures for monitoring and updating schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.

B. Show complete sequence of project by activity, with dates for beginning and completion of each element of project.

C. Time Frame: Extend schedule from date established for the Notice to proceed to date of Substantial Completion.

1. Contract completion date shall not be changed by submission of a schedule that shows a late completion date, unless specifically authorized by Change Order.

D. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:

1. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 30 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals.
2. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Consultant's Project Schedule with Submittals Schedule.

E. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Work under More Than One Contract: Include a separate activity for each contract.
3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
4. Work Stages: Indicate important stages of project for each major portion of the Work and other logically grouped activities, including, but not limited to, the following:
  - a. Subcontract awards
  - b. Submittals
  - c. Work activities

F. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to proceed, and Project Completion.

G. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.

H. Coordinate content with schedule of values specified in Section 01 2000 - Price and Payment Procedures.

I. Provide legend for symbols and abbreviations used.

J. Use "one workday" as the unit of time.

K. The Consultant shall be responsible for incorporating into the schedule activities by others.

## **SECTION 01 7000 EXECUTION AND CLOSEOUT REQUIREMENTS**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Examination, preparation, and general work procedures.

#### **1.02 PROJECT COMPLETION**

A. Preliminary Procedures: Before requesting project Completion, complete the following. List items below that are incomplete in request.

1. Prepare a list of items to be completed and corrected. Provide a date for correction and complete all tasks.
2. Terminate and remove temporary facilities from Project site, project tools, and similar elements.
3. Submit all required project documents to Owner.

***PART III - Miscellaneous Items NOT in Scope (to  
be completed under a separate contract)***

**SECTION 5.0:**

The below items represent a small portion of items that may be completed under the Facilities Master Plan (FMP) project completed under a separate contract. Items below are **NOT** in scope unless otherwise noted.

**Circulation and Transportation**

The Facilities Master Plan will assess (campus wide) all existing campus and nearby pedestrian and transportation networks and study needed improvements to address existing deficiencies and support future growth.

- A. Develop best practice plans and guidelines to accommodate emergency vehicles, service and delivery vehicles, ADA parking, loading and the university's "Wheels Off-Walkways" Initiative.
- B. Assess and modify existing campus pathway and bicycling network to support future development and connection to external route systems
- C. Verify the university's existing traffic demand management plans (daily and event) and suggest best practice recommendations for improvement based on future campus development.
- D. Identify and study scenarios to recommend solutions for critical pedestrian safety conflicts (i.e. vehicular and Purple Line). Expand and enhance campus ADA pathway network.
- E. Incorporate new multi-modal circulation including transport (4 and 2-wheeled vehicles), Shuttle-UM; scooters, bicycles and parking (surface lots, ADA, Garages).
- F. Coordination with DOTS.

**Environment and Landscape**

The Facilities Master Plan will:

- A. Analyze existing forest stand conservation easement and develop additional forest stand to offset proposed future development as needed.
- B. Coordinate storm water quality and quantity treatment for all new development in accordance with current MDE University's MS 4 permit requirements.
- C. Develop university landscape design guidelines.
- D. Develop campus wayfinding sign standards for implementation.
- E. Assess Iconic Open Spaces, natural assets, campus landscape/hardscape, and campus gateways. Provide recommendations for preservation / renewal and enhancements to support existing and future development.
- F. Incorporate landscape and sustainability goals with findings from other Work Groups to develop an efficient integrated plan and framework for campus development.

### **Operations, Maintenance and Utilities**

The Facilities Master Plan will:

- A. Analyze existing CHP, SCUBs, interconnection of the SCUBs, supporting electrical infrastructure, steam only SCUBs (Hot Water Districts) and related distribution infrastructure capacity and conditions, associated and adjacent land use patterns, clusters, existing and potential site locations. Work with NextGen team to incorporate improvements and efficiencies to support existing and future development.
- B. Analyze existing conditions (on a global scale) for all other underground utilities infrastructure and make recommendations for needed improvements, efficiencies and redundant service to support existing and future development. Infrastructure to include:
  - 1. Domestic Water and Sanitary Systems
  - 2. Storm Drainage Systems
  - 3. Natural Gas
  - 4. Building Foundation Drainage Systems
  - 5. Other non-plant related electrical Infrastructure supporting Life Safety Systems
  - 6. Building Electrical Distribution Gear
  - 7. Centralized Control and Monitoring System (CCMS)
  - 8. Campus Data Centers and IT infrastructure
  - 9. Campus Security Systems (exterior lighting, emergency phones and cameras)
  - 10. Analyze the impact of the increasing frequency of historic flooding events on existing storm drain systems and storm water mitigation strategies and make recommendations for improvements for existing and future campus development.
  - 11. Analyze and make recommendations for potential Alternative Energy Systems, infrastructure and facilities, including but not limited to solar energy capture, geothermal, etc., assess within the context of existing associated and adjacent land use patterns (open space, parking lots, building clusters, etc.).
  - 12. Coordinate operations, maintenance and utilities needs with findings from other Work Groups to develop an efficient integrated plan and framework for campus development.

The DSA Strategic Plan will still be required to discuss existing utilities and infrastructure related to DSA buildings and Spaces as part of the Facilities Condition Assessments and Strategic Plan narrative. Coordinate with the FMP to obtain global/campus improvements and recommendations.

### **Discovery District and Greater College Park**

- A. Meet with external stakeholders including representatives neighboring residential communities, community and university partnerships, City of College Park, the Maryland National Capital Park and Planning Commission, county and state Elected officials, and local business groups to gain understanding on past successes, challenges and future opportunities. Gather input and feedback from external stakeholders on campus and Discovery District development.



## **PART IV-1 REPRESENTATIONS AND INSTRUCTIONS**

### **Section K – Representations, Certifications and other Statements**

#### **BID/PROPOSAL AFFIDAVIT**

##### **A. AUTHORITY**

I HEREBY AFFIRM THAT: I, \_\_\_\_\_ (Print name), possess the legal authority to make

#### **CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

##### **B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.**

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

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or

(4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

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

#### B. AFFIRMATION REGARDING BRIBERY CONVICTIONS I

##### FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

--

#### C. AFFIRMATION REGARDING OTHER CONVICTIONS I

##### FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

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

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

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

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

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

#### D. AFFIRMATION REGARDING

##### DEBARMENT I FURTHER AFFIRM THAT:

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

#### E. AFFIRMATION REGARDING DEBARMENT OF RELATED

##### ENTITIES I FURTHER AFFIRM THAT:

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

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

#### F. SUB-CONTRACT

##### AFFIRMATION I FURTHER

##### AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

#### G. AFFIRMATION REGARDING COLLUSION

##### I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

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

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

#### I. CERTIFICATION OF TAX PAYMENT

##### I FURTHER AFFIRM THAT:

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

#### J. CONTINGENT FEES

##### I FURTHER AFFIRM THAT:

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

entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

#### K. ACKNOWLEDGEMENT

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

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

Date:

By:

(Print name of Authorized Representative and Affiant)

(Signature of Authorized Representative and Affiant)

## CONTRACT AFFIDAVIT

### A. AUTHORITY

I

(Print name), possess the legal authority to make this Affidavit.

HEREBY AFFIRM THAT: I,

### 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):

***Note: For the purposes of this Certification, Domestic means incorporated or with a strong legal presence within the State of Maryland, Foreign means incorporated outside of or without a strong legal presence in Maryland***

- (1) Corporation ☐ Domestic or ☐ Foreign;
- (2) Limited Liability Company ☐ Domestic ☐ or ☐ Foreign;
- (3) Partnership ☐ Domestic or ☐ Foreign;
- (4) Statutory Trust ☐ Domestic or ☐ Foreign;
- 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

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: "Foreign" contractors are required to register with the Maryland Department of Assessments & Taxation at the time of proposal submission. The forms for registration are available from the website <https://dat.maryland.gov/Pages/default.aspx> for further help call (410) 767-1340 or email: [charterhelp@dat.state.md.us](mailto: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

Agreements reaches \$200,000, 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:

<https://www.maryland.gov/pages/search.aspx?q=financial%20disclosure%20form&site=zbrvoj7o4em> For further information, go to <https://sos.maryland.gov/Pages/default.aspx>

#### 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](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)

## **CONFLICT OF INTEREST INFORMATION**

- A. Each solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of a State contract shall provide notice of the requirement of this regulation.
- B. "Conflict of interest" means that, because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- C. "Person" has the meaning stated in COMAR 21.01.02.01B (64) and includes a bidder, offeror, Contractor, consultant or subcontractor or sub consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- D. If the Procurement Officer makes a determination prior to award that facts or circumstances exist giving rise or which could in the future give rise to a conflict in interest, the procurement officer may reject a bid or offer under COMAR 21.06.02.03B.
- E. After award the State may terminate the contract, in whole or in part, if it deems such termination necessary to avoid an actual or potential conflict of interest. If the Contractor knew or reasonably could have been expected to know of an actual or potential conflict of interest prior to or after award and did not disclose it or misrepresented relevant information to the Procurement Officer, the State may terminate the contract for default, institute proceedings to debar the Contractor from further State contracts, or pursue such other remedies as may be permitted by law or the contract.
- F. A conflict of interest may be waived if the Procurement Officer, with approval of the agency head or designee, determines that waiver is in the best interest of the State. The determination shall state the reasons for the waiver and any controls that avoid, mitigate, or neutralize the conflict of interest.
- G. Each bidder or offeror responding to a solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of another State contract shall provide the affidavit and disclosures set forth in Subsection H of this regulation to the Procurement Officer with the bid or offer and such other times as may be required by the Procurement Officer.
- H. The affidavits and disclosures required by Subsection G of this regulation shall be in substantially the same form as follows:

## CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

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

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

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

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

**Date:**

**By:**

(Signature of Authorized Representative and Affiant)

**Printed Name:**

**Title:**

**Federal Employer Identification Number (FEIN):**

**PRINCIPLES OF SOCIAL RESPONSIBILITY  
And  
SOCIAL RESPONSIBILITY AFFIDAVIT INFORMATION**

**I. Principles of Social Responsibility**

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

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

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

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

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

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

## SOCIAL RESPONSIBILITY AFFIDAVIT AND DISCLOSURE

A. The bidder or offeror agrees that if it is the subject of a final, non-appealable judgment with respect to compliance with applicable Social Responsibility Laws after the date of this affidavit, the bidder or offeror will immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken or proposes to take to correct the violation. If the contract has been awarded and performance has begun, the vendor shall continue performance until notified by the Procurement Officer of any contrary action to be taken.

### B. CERTIFICATION OF COMPLIANCE WITH SOCIAL RESPONSIBILITY LAWS I

HEREBY AFFIRM THAT:

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


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

--

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

--

(4) There have been no instances during the last five years of failure by the bidder or offeror to meet mutually agreed upon goals for minority business participation (MBE) on projects performed for the University or any other State of Maryland agency, or any other sanctions for MBE program non-compliance; or any final, non-appealable judgment of noncompliance with the State of Maryland Minority Business Participation law,

State Finance and Procurement Article, § 14-308 et seq., Annotated Code of Maryland, except as follows (explain below or add additional sheets):

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

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

Date:

By:

(Authorized Representative and Affiant)

**CERTIFICATION REGARDING INVESTMENT ACTIVITIES IN IRAN**

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

1. The undersigned of \_\_\_\_\_ (Contractor) certifies that, in accordance with State Finance & Procurement Article, §17-705:

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

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

Or;

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

Signature:

Date Signed:

Name of Authorized Representative:

Title:

NOTE: Information and List is available at:

[www.bpw.state.md.us](http://www.bpw.state.md.us)

Click On “Advisories”

Scroll Down to “2013-1”

Click On “IAI LIST”



## **Section L - Evaluation Factors for Award**

### **A. EVALUATION COMMITTEES**

The Procurement Officer shall establish separate technical and financial evaluation committees to review and rate the proposals. The financial evaluation committee may be composed of the Procurement Officer and any other individuals appointed by the Procurement Officer. The technical evaluation committee shall be composed of other individuals appointed by the Procurement Officer and VP of Student Affairs.

### **B. ACCEPTABILITY OF PROPOSALS:**

The Procurement Officer shall determine which Consultants have met the basic requirements of the RFP. Failure to comply with any mandatory requirement will normally disqualify a Consultants proposal. 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 or minor informalities in proposals that are immaterial or inconsequential in nature, whenever it is determined to be in the University's best interest. In addition, the Procurement Officer may reject in whole or in part any and all proposals if such is in the University's interest, and may reject proposals that are outside the competitive range financially, without performing a technical evaluation. The University may accept other than the lowest priced offer. The Procurement Officer may conduct discussions with Consultants in any manner deemed necessary to best serve the interests of the University. The Procurement Officer may limit the competitive range to firms highly rated technically by the University for Purposes of efficiency. The University reserves the right to make an award to more than one Consultant or to split an award among Consultants.

### **C. TECHNICAL EVALUATION**

The technical evaluation committee ("Committee") shall conduct its evaluation of the technical merit of the proposals in accordance with the requirements and specifications of the solicitation. The Consultant must satisfy and explicitly respond to ALL the requirements and specifications.

**A. TECHNICAL EVALUATION FACTORS** – The factors that will be used by the committee for the technical evaluation of proposals for this procurement are stated in Section C Part 4.0 and listed below in order of importance:

1. **Qualifications:** Overview describing Offeror's previous experience with facilities master plans. Experience, qualifications and resumes of individual key personnel. Key personal history of performing the same role as proposed for this RFP.
2. **Experience on Similar Projects:** Listing of similar projects undertaken by the Offeror within the last ten years provided with all requested information including a review of the project examples and samples presented. Additional consideration given to projects that demonstrate key personal involvement.

3. **Project Organization & Project Plan:** Makeup and structure of team to seamlessly address all project requirements, overall approach, and the effectiveness of the Project Plan outlined. Additional consideration given to firms that demonstrated successful prior working relationship
4. **Adherence to RFP:** Offeror's adherence to the RFP
5. **References:** Quality of references presented. 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. 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. The university will check references of the short listed firms scoring highest in the technical evaluation and factor in responses as part of the overall selection.

#### **D. FINANCIAL EVALUATION:**

The separate financial volume will be distributed to all firms that pass the Technical portion of the RFP.

#### **E. ORAL PRESENTATION:**

If desired by the University, the University may elect to conduct oral interviews (virtually) with shortlisted offeror's. Offeror's will be asked to give a 45-minute presentation summarizing their expertise, (employee and previous project experience by the offeror), management plan, schedule, and why the offeror is best equipped to complete the project. A formal agenda and presentation outline will be given to shortlisted firms at least 7 calendar days in advance. The University may elect to forgo oral presentations.

#### **F. BASIS OF AWARD:**

Technical merit, references, and financial rankings of technical proposals (and potentially oral presentations) will be combined to arrive at a combined final ranking of each short-listed offeror.

**Technical merit will have greater weight than price.** The more closely proposals are ranked technically, the more important price will become. The Procurement Officer will recommend contract award to the responsible Consultant or Consultants whose proposal is (are) determined to provide overall best value to the University, considering the evaluation factors in this RFP, and price.

## **G. NEGOTIATION:**

The University has the right to accept the best proposal as submitted, without discussion or negotiation. Consultants should therefore not rely on having a chance to discuss, negotiate and adjust their proposals.

Consultants who submit proposals initially judged by the Procurement Officer to be reasonably susceptible of being selected for award may be asked to discuss their proposals with the University to facilitate arrival at a contract most advantageous to the University. If the Procurement Officer determines that discussion is in the best interest of the University, the Procurement Officer will advise Consultants in the competitive range to submit a best and final offer for consideration after discussions are held.

However, discussions may not be conducted if the Procurement Officer determines either that discussions are not in the best interests of the University or that discussions need not be conducted: (a) with respect to prices that are fixed by law or regulation, although consideration shall be given to competitive terms and conditions; (b) because the time of delivery or performance does not permit discussions; or (c) because it can be demonstrated clearly from the existence of adequate competition or accurate prior price experience with the particular item that acceptance of an initial offer without negotiation would result in a fair and reasonable price.