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**INVITATION FOR BIDS
CONSTRUCTION SERVICES
FOR
STUDENT CENTER GARAGE STAIR TOWER REPAIRS
ON THE CAMPUS OF MORGAN STATE UNIVERSITY**

**Project Number: DCM-SCGSR-22-1CO
eMMA Project Number: BPM028464**

**Pre-Bid/Site Visit Date and Time: March 17, 2022 @ 2:00 pm
Bids Due Date and Time: April 5, 2022 @ 2:00 pm**

Issuing Office: Morgan State University
Office of Procurement and Property Control
Washington Service Center, Room 107
1700 E. Cold Spring Lane
Baltimore, Maryland 21251-0001

Procurement Officers Representative: Selina Mason
Office of Procurement and Property Control
Phone: 443.885.3074
Fax: 443.885.8368
Email: Selina.Mason@morgan.edu

Project Management: Morgan State University
Design and Construction Management

Project Manager: TBD
Design and Construction

Minority, Women – Owned, and Small Businesses are encouraged to respond to this Solicitation.

NOTICE: Interested Vendor(s) (“Prospective Vendor(s)”) who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address in order that amendments to this Technical and Price Bids or other communications can be sent to them. Any prospective Vendor who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

University protocols established for COVID-19 allows for Bids to be accepted via email. Bids shall be sent directly to the Procurement Officers Representatives at Selina.Mason@morgan.edu. An e-mail confirmation will be sent by the Procurement Officers Representatives to confirm receipt within a two (2) hour window of having received. If you have not received a confirmation, you are encouraged to contact the Procurement Officers Representative.

Publish Date: March 8, 2022

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SOLICITATION SCHEDULE

DATE

TIME

IFB Published	March 8, 2022	COB
Pre-Bid Conference & Site Visit	March 17, 2022	2:00 p.m.
Last Day for Receipt of Questions	March 21, 2022	12:00 noon
Responses to Questions Published	March 24, 2022	COB
Bid Due	April 5, 2022	2:00 p.m.
Scope Review(s)	April 7, 2022	11-1pm and 2-3:30pm

Location of Pre-Bid Conference:

Morgan State University
Baltimore, MD 21251
University Student Center, Room #316
Park - Parking Garage off of Stadium Way

NOTE: Please take care to mark all due dates on calendars.

Construction Schedule

Initiation Meeting / Notice to Proceed	April 28, 2022	9:00 am
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Substantial Completion Date:

August 12, 2022

(any work required after substantial completion will be required to work around the academic schedule). Substantial Completion means work necessary to have Stair Tower 3 and the associated exit back in operation and all parking spaces put back in service. Exterior brick / glass work, precast cleaning and landscaping may exceed the substantial date without penalty.

Final Completion Date:

November 30, 2022

No-Work Days

Spring Commencement	May 14, 2022
First Day of Classes	August 22, 2022 (plus or minus a week)

Limited-Work Days

Special Events yet to be determined – Assume a total of 5 business days.

Liquidated Damages

Liquidated Damages may apply to this Project in the amount of \$150.00/calendar day should the Vendor not meet the stated milestone dates.

Mile Stone Dates:

Substantial Completion Date

- Freshman Move-In in August
- Homecoming Week in October

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PROCUREMENT OBJECTIVE

SUMMARY STATEMENT:

Morgan State University ("the University"), located in Baltimore City, Maryland, is a historically Black institution with the unique designation as Maryland's Public Urban University. Governed by a Board of Regents, Morgan is independent of the University of Maryland System. Currently, the University enrolls approximately 8,000 students and employs over 2,200 individuals. Offering degree programs from the baccalaureate through the doctorate, Morgan has a comprehensive mission, which encompasses instruction, research and public service.

PROJECT SUMMARY STATEMENT:

Morgan seeks to hire a specialized firm to permanently fix the stair foundations, supports, slab, stairs and the exterior brick wall, glazing and sidewalks. Morgan is looking for a contractor with at least 10 years of experience with geotechnical and structural repairs similar to the stair tower.

SUMMARY OF WORK INCLUDES BUT IS NOT LIMITED TO:

1. All work noted, shown, or indicated on the Drawings and Specifications. Work is to be done in the order as specified in the Drawings and Specifications. (Contract Documents).
2. Work information stated below is in no particular order.
3. The garage will remain in use. At times it may be closed for a certain activity which will need to be prearranged and approved by Morgan.
4. Involved work includes but is not limited to: temporary work/shoring, site/earthwork, concrete, structural steel, masonry, demolition, expansion joints, micropiles, inspection/testing, screen walls, cleaning, striping, etc.
5. Monitor, record, and submit optical surveying information on a weekly basis. Notify Morgan of any changes in position of the stair tower immediately. Facilitate other monitoring by be the architect/engineer. Start monitoring prior to starting construction and terminate monitoring after all work is complete.

Monitor and record daily the width of the joint openings on each level. Reports are to be submitted weekly unless a deviation is seen wider than what is allowed in the contract documents.

6. Provide third-party inspection in accordance with the contract documents for concrete, mortar, soil compaction, caulk, and other areas as specified in the contract document.
7. Provide construction safety / security fencing/barricades as required to separate the work from the public.
8. Provide access / scaffolding at the exterior to remove/replace brick and any glass as indicated. Provide interior scaffolding as necessary to support the structure to perform the work and provide the required improvements.
9. Excavate the exterior and interior around the stair tower in order to install the micropiles.
10. Install micropiles in accordance with the Drawings and Specifications.
11. Perform soil excavation, backfill and compaction.
12. Perform concrete repairs and install new concrete as noted.

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13. Provide and have designed the shoring required for safety and/or proper execution of the Work. Design and drawings to be signed and sealed by a Professional Engineer licensed in the State of Maryland.
14. Provide access and create a minimum of five (5) brick inspection opening in the veneer as directed by the architect/engineer. Remove and replace the brick in-kind.
15. Perform general cleaning of masonry veneer at Stair #3 including the precast and spandrel panels along the east elevation between column lines B and C and along the south elevation between column lines 8 and 9.
16. Perform localized cleaning of the spandrel panels along the east elevation at areas of ferrous staining.
17. Install double tee saddle connections at all existing bearing pads at stair #3 (approximately 8 in total).
18. Install new spandrel-to-wall gravity connections at stair #3 north elevation (approximately 3 in total).
19. Install new spandrel-to-wall lateral connections at stair #3 elevation (approximately 8 in total).
20. Remove existing arm of screen wall supports by cutting HHS member at base plate. Fabricate and install new arm by field welding to original base plate. Shore and brace screen wall to prevent damage to assembly during removal and installation of new supports.
21. Reinstall glass (and provide new as necessary) panels of screen wall. Confirm glass panels are stored within the garage. Replace missing or damaged panels in-kind.
22. Remove and replace cracked or otherwise damaged brick units at the screen wall supports as shown.
23. Install pre-molded polyurethane expansion joint at interior perimeter of Stair #3.
24. Install Emseal Colorseal (or approved equal) at joint between the precast spandrel and brick veneer. Size joint in strict accordance with manufacturer's recommendations.
25. Reinstall removed sections of existing handrails at spandrel panels along east elevation. If replacement is required, match existing.
26. Restore landscaping and concrete sidewalks to original condition including any affected trees and shrubbery. Grass area shall be regraded. Seeded and covered with straw.
27. Install new traffic striping, including drive aisle markings and parking stalls at locations affected by the adjacent construction activities.
28. Remove existing cable tie-backs system following the completion of the Work. Remove existing anchor embedded in columns and fill voids with concrete patching material.
29. Remove existing shoring after repairs are complete.
30. Provide leveling of upper deck and other areas as necessary (if necessary) in the vicinity of Stair #3.
31. Protect track and football field. Football field is used daily by the team for practice.
32. If it is anticipated the quantity of disturbed soils on the outside of the building exceeds the amount permitted by the Maryland Department of the Environment (MDE) not requiring a permit, then a permit may be required. Regardless of whether a permit is or is not needed, the Contractor shall ensure to protect any stored materials from run-off affects.

Other details of the Scope of Work, if necessary, will be specified in Section IV and in the attached documents.

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ISSUING OFFICE:

Office of Procurement
Morgan State University
Washington Service Center, Room 107
1700 E. Cold Spring Lane
Baltimore, Maryland 21251-001

Procurement Officers Representative:	Selina Mason
Telephone	443-885-3074
Fax No.	443-885-8368
Email:	Selina.Mason@morgan.edu

The sole point of contact for purposes of this procurement is the Procurement Officers Representative.

PRE-BID CONFERENCE AND SITE VISIT:

A Pre-Bid Conference will be held **on March 17, 2022 at 2:00pm**. The Site Visit will commence immediately following the Pre-Bid Conference. Attendance is not mandatory, but all interested Vendors are encouraged to attend. The site visit is an opportunity for the Vendor to confer with the University team to ensure a complete understanding and proper interpretation of the specifications and desired results of this project.

EXPRESSION OF INTEREST:

An Expression of Interest should be submitted to the Procurement Officers Representative prior to the pre-bid conference to allow for the accommodation of interested vendors.

QUESTIONS AND INQUIRIES:

All contact between Vendors and the University will be formally held at scheduled meetings or in writing through the Issuing Office. Questions and inquiries must be in writing and received by **Monday, March 21, 2022**. Questions can may be emailed or faxed to the Procurement Officers Representative identified above. No questions or inquiries will be accepted after the questions and inquiries deadline. Responses to all written inquiries will be posted via e-mail in an addendum.

SUBMISSION DEADLINE:

Bids must arrive at the Issuing Office, Washington Service Center, Room 107 on or before **April 5, 2022 by 2:00 PM** in order to be considered. Requests for extension to this date or time will not be granted unless the University determines it is in the benefit of the University. Vendors mailing bids should allow sufficient mail and internal delivery time to ensure timely receipt at the Issuing Office. Bids or unsolicited amendments to bids arriving after the Bid Due date and time will not be considered.

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Due to the COVID-19 virus; technical proposals, bids, correspondence, and any other related documents shall be emailed to the Procurement Officers Representative at the location specified on the cover.

DURATION OF BID:

Bids submitted in response to this solicitation are irrevocable for **one hundred twenty (120) days** following the closing date. This period may be extended at the Procurement Officers Representative's discretion only by a Vendor's written request.

PROCUREMENT REGULATIONS:

This solicitation shall be conducted in accordance with Morgan State University Procurement Policies and Procedures approved by the Board of Public Works and dated September 21, 2005. http://www.morgan.edu/Documents/ADMINISTRATION/Finance%20and%20Mgmt/procurement/Policies_Procedures.pdf

TYPE OF PROCUREMENT:

This procurement will be conducted in accordance with the Morgan State University Policies and Procedures "Competitively Sealed Bid".

eMARYLAND MARKETPLACE ADVANTAGE (eMMA):

The successful Vendor under this solicitation **MUST** be registered on eMMA prior to receiving a contract award. The instructions for registration can be found on the eMMA website at <https://emma.maryland.gov>

ACKNOWLEDGEMENT OF ADDENDUMS:

1. Any amendments to this solicitation must be acknowledged by persons and entities known to have been issued or otherwise received the solicitation. Addendum Acknowledgement shall be acknowledged on the Bid Form and shall be submitted with your Bid.
2. Oral explanations or instructions will not be binding; only written Addenda will be binding. All Addenda to this procurement will be posted on the www.eMarylandMarketPlace.com

website. All potential Vendors must notify the Procurement Office of their interest in order to be kept informed of all information regarding this procurement.

QUALIFICATIONS OF VENDORS:

The Vendor shall have a minimum of ten (10) years of successful experience in geotechnical and structural repairs and construction in the required trade to perform work as described in the "Scope of Work". **The Project Manager and Superintendent each shall have a minimum of ten (10) years'** experience in geotechnical and structural repairs and construction on similar projects. Similar projects mean, projects that are similar in type of Experience is to include

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structural and foundation repairs to multi-storied buildings in particular multi-storied concrete/precast garages and dollar values (between \$0.5 and \$1.5 million). The following

information shall be submitted with the bid. **The below information is to be submitted in a separately from the Bid.**

- A. Qualifications of the project manager and superintendent each shall have (10 years) and the firm (10 years) experience in geotechnical and structural repairs and construction on similar projects. Experience is to include structural and foundation repairs to multi-storied buildings in particular multi-storied concrete/precast garages. Provide resume of project manager and the firm illustrating the similar experiences.
 - a. Provide at least three (3) relevant projects (inclusive of summary of work and photos of projects). Information should include: Project Name, Location, Size (dollar value) and square foot (if possible), Completion/Anticipated Completion, Describe role in project. Provide relevant project contact information (responsible person's name, title, phone number and email address).
 - b. Provide resumes of Project Exec., Project Manager, Super Intendent (key personnel). Key Personnel may not be changed without written approval from University. Provide relevant experience descriptions.
 - c. Describe ability to meet time and budget requirement (causes of any delays and significant changes (including dollar value and reason).
 - d. Work Load: List current projects for 2022 (Name/Type of project, approx., dollar value and anticipated completion (month/yr.))
 - e. Provide resumes for Inspection and Testing companies and inspectors being proposed for the various types of work.
- B. Project approach
- C. Safety Rate (EMR) for the past three years.
- D. Accident Prevention and Safety Plan: Provide the company's general safety plan, a specific project safety plan is to be submitted by the successful company.
- E. Quality Control and Quality Assurance Plan ("QC/QA"): Provide how QC/QA is to be provided for the project.
- F. Submissions without either or both, the firms and/or project manager, may be deemed non-responsive.
- G. Scope Reviews: Scope Reviews may be conducted with the most qualified vendors to determine their understanding of the project and confirmation that no scope has been misunderstood or forgotten. Scope review evaluations will determine: (1) if the vendor has the full scope of work and is qualified, (2) if scope clarifications are required for a best and final offer.
- H. Payment of Employee Health Care Expenses.

QUALIFICATION EVALUATION:

- A. Prices will not be opened if the Vendor does not meet with minimum qualifications stated above.

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B. Vendors demonstrating the most relatable experiences will be valued higher than others.

C. Best Value is considered the evaluation of the Qualifications above, Scope of Work understanding, Prices and Company Safety. The University reserves the right to consider the experiences of the inspection and testing agencies proposed.

**SECTION I
INSTRUCTIONS TO VENDORS**

1.1 GENERAL REQUIREMENTS:

- A. Prior to preparing Bids, Vendors are strongly urged to visit the site and become familiar with all existing conditions, which may affect the proposed work.
- B. Vendors should become familiar with the Contract Documents, which may include – Instructions to Vendors, Diversity Program, General and Supplementary Conditions, Detailed Specifications, Alternates and Unit Prices, and Drawings (collectively known as Contract Documents). Should a Vendor find any discrepancy in the Contract Documents and/or should the Vendor be in doubt as to the meaning or intent of any part thereof, the Vendor must, not later than seven (7) calendar days prior to the bid opening, request clarification from the Procurement Officers Representative who will issue an addendum or otherwise clarify the matter. Failure to request such clarification is a waiver to any claim by the Vendor for any expense made necessary because of later interpretation of the contract documents by the Procurement Officers Representative.

1.2 PREPARATION OF BIDS:

- A. Use the Bid Forms supplied with the Contract Documents.
- B. Fill in all blank spaces. Use “N/A” where the requested information is not applicable.
- C. Do not alter or change any wording in the Bid Form.
- D. State all dollar amounts in both words and numbers.
- E. An electronic Bid shall be submitted as a separate attachment in the Qualification Information. The Bid shall include all of the required attachments. Bid shall be typewritten or written legibly in ink. All erasures or alterations shall be in ink and initiated by the signer. All Bid Forms shall be signed in ink, as follows:

As an Individual – Sign with full name and address.

As a Co-Partnership – A member of this firm shall sign with his/her full name and address. List the names and addresses of all other members of the firm.

As a Corporation – An officer of the corporation shall sign his/her full name, indicate his/her title and include the name and address of the corporation. The corporate seal shall be affixed near the signature.

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- G. Attach to each copy of the Bid, the Bid Bond, (if applicable) as well as the required attachments.
- H. The Bid shall include two email attachments (1) Qualification Information and (2) Bid with required documentation. The Qualification Information shall be labeled “Qualification Information” with the Project Information (Project Name, Number and Company Name).

The price/bid information should be labeled as “Bid”, including the Project Information (Project Name, Number and Company Name), inclusive of the appropriate documentation. Bids shall be received via email and by the time specified in order to be accepted. Bids will be NOT be opened publically.

Advise of any known/anticipated supply chain issues.

- J. All Addenda shall be acknowledged on the Bid Form.

1.3 SITE INVESTIGATION/VERIFICATION OF SPECIFICS:

Prospective Vendors may investigate the equipment and project site prior to submitting bids in order to be fully aware of the scope of services and work required. To schedule an investigation tour, contact the Issuing Office and a site investigation will be scheduled for all interested parties.

By submitting a Bid, the Vendor acknowledges that he/she has investigated and is satisfied as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work.

The Vendor further acknowledges that he/she has satisfied himself/herself as to the character, quality and quantity of surface and subsurface materials, which shall include the presence of lead and the requirements for its removal and disposal, or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Morgan State University as well as from information presented by the drawings and specifications made a part of this contract. Any failure by the Vendor to acquaint himself/herself with the available information shall not relieve him/her from responsibility for estimating properly the difficulty or cost of successfully performing the work. Morgan State University is not responsible for any conclusions or interpretations made by the Vendor based on the information made available by Morgan State University.

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1.4 VERIFICATION OF SPECIFICS:

- A. The Vendor should ensure complete understanding of the project requirements. Should any Vendor find discrepancies or omissions in the specification or bid documents, or be in doubt of their meaning, he/she should immediately request a written interpretation from the Procurement Officers Representative.
- B. The Vendor is strongly encouraged to visit and observe the conditions under which the work will be performed and all other aspects and circumstances, which may affect the work.

THE VENDOR SHALL BE RESPONSIBLE FOR MAKING ALL FIELD MEASUREMENTS AND QUANTITY VERIFICATIONS TO DETERMINE THE EXTENT OF WORK NECESSARY. Failure on the part of the Vendor to establish needed dimensions and other field conditions necessary to execute their work will not relieve the Vendor of their responsibilities.

1.5 THE BID FORM:

- A. The "Bid Form" is that form which is included in the contract documents and which sets forth the lump sum cost of each division or combination of divisions of the Work, the alternates (if any) and the unit prices (if any) solicited by Morgan State University. **It is mandatory that the Bid Form be completed in its entirety, signed, and returned. There are to be no alterations to this document.**
- B. All documents included in, bound thereto or attached to the Bid Form are necessary parts thereof and shall not be detached, separated or altered.
- C. The plans, specifications, supplemental specifications, and all other contract documents will be considered a part of the Bid Form whether attached thereto or not.
- D. **Payment of Employee Health Care Expenses:** The Payment of Employee Health Care Expenses spreadsheet must be submitted at the same time of the bid. Each cell highlighted in yellow must be completed. If a cell is not applicable, enter "N/A". Each question (in columns), must be answered for each company (listed by row). Add more rows if needed to list all subcontractors on this project. Chapter 687, 2019 MD. Laws (SB 433).
- E. Other required documents to be included are to be in a separate document.

1.6 BONDING REQUIREMENTS:

Under \$100,000

- A. When the Base Bid is less than \$100,000, bonds are not required. However, it is important that bids under \$100,000 be made responsibly. Such bids may not be

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withdrawn after bid opening unless the reason for withdrawal is a documented mistake that is evident on the face of the bid document, but the intended correct bid is not similarly evident; or the Vendor submits proof of evidential value, which clearly and convincingly demonstrates that a mistake was made. Misunderstanding of the specifications is not an acceptable reason for bid withdrawal.

- B. Any attempt by the vendor or his/her agent to withdraw a bid within 90 days after bid opening shall result in the vendor being considered "not-responsible". The University has a number of options that may be exercised in such cases, including:
- 1) Legal proceedings to recover from the vendor who withdrew the dollar difference between the withdrawn bid and the next most favorable, responsive and responsible Bid.
 - 2) Suspension of the offending Vendor for a period of six (6) months or more.
 - 3) Permanent debarment of the offending Vendor.
 - 4) Any combination of the above.

Over \$100,000

- A. When the Base Bid exceeds \$100,000, each Vendor must furnish a Bid Bond with the Bid, in a form and by a surety company approved by Morgan State University. The bond must be in an amount not less than five percent (5%) of the amount of the Base Bid.
- B. When the contract award exceeds \$100,000, the Vendor shall furnish Performance and Payment Bonds each for one hundred percent (100%) of the contract price.
- C. Acceptable security for Bid, Performance and Payment bonds shall be limited to:
- 1) A bond in a form satisfactory to the State underwritten by a Surety Company (licensed to issue bonds) and authorized to do business in this State.
 - 2) A bank certified check, bank cashier's check, bank treasurer's check, or trust account; or
 - 3) Pledge of securities backed by full faith and credit of the United States government or bonds issued by the State of Maryland.
 - 4) Cash in accordance with Morgan State University Procurement Policies and Procedures and COMAR Title 21.06.07.01C.

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- D. Should the vendor to whom the contract is awarded fail or be unable to execute the contract, for any reason, within ten (10) days after notification of award, an amount equal to the difference between the accepted Bid and that of the next highest Vendor shall be forfeited to Morgan State University as liquidated damages.
- E. Vendor and subs/trade Vendors shall wear a company identification and a company shirt at a minimum.
- F. Performance bond update during construction:
1. For contracts less than \$5million; anytime a single change order equaling \$50,000, or when the total of changes are equal to or in excess of \$50,000, and for each time the total changes increase the contract value by \$50,000 an updated bond shall be provided to Procurement Office.
 2. For projects equal to or greater than \$25 million and up to \$99 million, bond updates will be required when changes equal \$250,000 or above, as described above.
 3. For projects equal to or greater than \$100 million, bond updates will be required when changes equal \$500,000 or above, as described above.
- G. COVID-19: Due to the continued concerns over COVID all Vendors will check in daily at the appropriate COVID check- in-point and answer COVID entry questions and shall wear a mask at all times while on campus.

1.7 PREVAILING WAGE:

Current State of Maryland Prevailing Wage shall be required if the cost of the project is in excess of \$250,000 or if the project is state funded by at least 25%. The Prevailing Wage rate is to be considered a minimum payment rate.

1.8 SECURITY PROVISIONS:

All security requirements established by the University for its Facility shall become a part of these specifications. It shall be the Vendor's responsibility to comply with any special security provisions established by the University.

1.9 CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT:

If the Vendor is a corporation, this completed form is required by the University's Procurement Department and shall be attached to the Bid.

1.10 DEBARMENT AFFIRMATION:

To satisfy the requirement of Morgan State University Procurement Policies and Procedures and COMAR 21.08.04 Debarment Statutory Violations, the Vendor must complete this Affirmation and submit it with the Bid if the Bid is in writing and results from a written solicitation and provided that the solicitation does not result from a Small

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Procurement Solicitation accomplished in accordance with Morgan State University Procurement Policies and Procedures and COMAR 21.05.07.

1.11 BID PROTEST:

- A. Any "interested party" may "protest" against the award of a contract. The protest shall be in writing and addressed to the Procurement Officers Representative whose name and address appear in the Procurement Objective Section of these documents.
- B. Protests based on alleged improprieties, which are apparent before the bid opening shall be filed before the bid opening. Otherwise, protests will be filed later than seven (7) days after the basis for protest is known or should have been known, whichever is earlier.
- C. Refer to the Morgan State University Procurement Policies and Procedures for additional requirements and instructions.

1.12 WITHDRAWAL OF BIDS:

- A. A known representative of the firm offering the vendor can withdraw a bid prior to time of opening bids with a written request presented to the Procurement Department.
- B. A written, telegraphic, emailed (with a return receipt requested) or faxed withdrawal request will be honored if received prior to time of opening bids.
- C. The University will not be held responsible for the untimely receipt of any request for withdrawal.
- D. The Vendor is cautioned to transmit any such request for withdrawal in ample time for delivery before the bid opening as no claim for release due to mistake or omissions in the bid shall be considered.
- E. Each Vendor is advised to follow up any emailed, telegraphic or faxed request with a telephone call prior to the bid opening time to confirm receipt of his or her request.
- F. Telephone requests are not binding without written (email/fax) confirmation prior to bid opening time.
- G. Each bid shall be held strictly responsible for their bid.

1.13 CANCELLATION OF THE IFB: REJECTION OF ALL BIDS:

The University may cancel this IFB, in completely or in part, or may reject all bids submitted in response whenever this action is determined to be fiscally advantageous to the University or otherwise in its best interests.

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1.14 BASE BID:

The base bid shall include all labor, materials, equipment, and supplies necessary to accomplish the work as described in Section IV, SCOPE OF WORK.

1.15 BASIS OF AWARD:

The basis for award will be lump sum and any alternates and/or unit prices identified on the Bid Form, which were accepted by the University.

1.16 CONTRACT AWARD:

A. The University reserves the right to waive any informality in or reject all bids and to make awards in the best interest of the State of Maryland.

B. No bids will be accepted with unbalanced or irregular features.

C. All prices must remain firm during the duration period of the contract pursuant to these detailed specifications.

D. No obligation is incurred by the University to award a contract based on price alone.

E. The award of the contract will be to the Vendor/Vendor submitting the lowest responsive and responsible bid. However, the award could be made on the basis of price and other price related factors as outlined in MSU's Policies and Procedures, Procurement Method.

F. Failure to submit all costs alternates, and unit prices when required may result in a non-responsive bid.

G. The Procurement Department of the University will be the sole judge of the lowest responsive, responsible bid and could be made on the basis of price and other price related factors as outlined in MSU's Policies and Procedures, Procurement Method.

H. The official starting date will be established at the Work Initiation Conference/Meeting.

1.17 RIGHT TO REJECT BIDS AND WAIVE INFORMALITIES:

Morgan State University reserves the right to reject all Bids or to accept any bid in the interest of the people of the State of Maryland. For the same reason, Morgan State University reserves the right to waive any technicality or minor irregularity in a Bid.

1.18 MODIFICATIONS AND WITHDRAWAL OF BIDS:

A. Withdrawal or modifications to Bids are effective only if written notice thereof is filed prior to the time of Bids opening and at the place specify in the Notice to Vendors. A notice of withdrawal or modification to a Bid must be signed.

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- B. No withdrawal or modification shall be accepted after the time for opening of Bids. The University shall not be held responsible for the untimely receipt of any request for withdrawal.
- C. The Vendor is cautioned to transmit any such request for withdrawal in ample time for delivery before the bid opening as no claim for release due to mistakes or omissions in the Bid shall be considered.
- D. Each Bid is advised to follow up any request for withdrawal with a telephone call prior to the Bid opening time to confirm receipt of their request.
- E. Telephone requests are not binding without written confirmation prior to Bid opening time.
- F. Each Vendor shall be held strictly responsible for their Bid.

1.19 FAILURE TO EXECUTE CONTRACT:

Failure of the Vendor to execute the contract and file acceptable bonds within the time provided shall be just cause for the payment of liquidated damages guaranteed by the Bid Bond or other securities at an amount equal to the increased contract price paid by Morgan State University because of the failure to execute the contract.

1.20 AWARD AND EXECUTION OF CONTRACT:

A. AWARD OF CONTRACT:

1. The award of the contract pursuant to these detailed specifications, if it be awarded, shall be within time specified in the Invitation for Bids and shall be to the responsible Vendor submitting the lowest responsible Bids or could be made on the basis of price and other related factors after it has been determined the pre-qualifications have been met (Best Value). Best Value includes the Qualifications, Scope of Work understanding, Prices and Company Safety. The successful Vendor shall be given a written Notice of Intent to Award stating that the Vendor's Bid, including applicable alternates and or unit prices that have been accepted and that the Vendor has been awarded the contract. The basis for award of alternates and/or unit prices is set forth below entitled "Award of Alternates".
2. The University reserves the right to cancel the award of any contract before the execution of the contract by all parties without any liability on its part.
3. The University reserves the right to apply any reciprocal preference for Resident Vendor as set forth in Section 14-401 of the State Finance and Procurement Article - Annotated Code of Maryland, 1988 Edition.
4. The University reserves the right to waive any informality in or reject all Bids and to make awards in the best interest of the State of Maryland.

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5. No Bid shall be accepted with unbalanced or irregular features.
6. All prices must remain firm during the 120-day duration period of the contract pursuant to the detailed specifications in this solicitation.
7. No obligation is incurred by the University to award a contract based on price alone.
8. Failure to submit all costs, alternates and/or unit prices, when required, may result in a non-responsive Bid.
9. The Procurement Department of the University will be the sole judge of the lowest responsive and responsible bid, and this could be made on the basis of price and other price related factors as outlined in MSU's Policies and Procedures, Procurement Method, Section V (B) and (G) Competitive Sealed Bid/Cooperative Purchasing Agreement.
10. The University shall establish the official starting date at the Work Initiation Conference.

B. AWARD OF ALTERNATES (“ALT”):

In the event that add or deduct alternates are solicited by the Invitation for Bids, alternates shall NOT be listed in any particular order. Acceptance of alternates (either add or deduct) at the time of the bid shall be at the sole discretion of the University. Alternates may be used to determine the low bid. A contract may be awarded to the responsible Vendor submitting the lowest responsive total bid including Base Bid and all alternates determined to be accepted by Morgan State University. Alternates not accepted with the Bid may be accepted later on in the project, if 1) the alternate is still desired the University and 2) the funds are available for the work. Alternates accepted during the project shall hold their prices; if the alternate is accepted after, the work in the area has begun then an increase in the affected work may be considered.

C. VOLUNTARY ALTERNATES (“VAIt”):

Voluntary Alternates should be submitted with the Bid. Voluntary Alternates submitted by the Vendor shall provide all pertinent information for a proper evaluation of the product / system, including but not limited to cost savings, product samples (if appropriate) material information, warranty/guaranties, samples, etc. A reason as to why the Voluntary Alternate should be considered, providing documentation the Voluntary Alternate is equivalent to the specified product. Acceptance of Voluntary Alternates are at the sole discretion of the University.

D. UNIT PRICES (“UP”):

Should the Vendor be required to perform work over and above that required by contract documents or should Vendor be ordered to omit work required by contract documents, Vendor shall be paid an extra, or shall credit Morgan State University as

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the case may be, on basis of unit prices quoted herein. Prices quoted shall be the same for "extra" work and for "credit" work and shall be the sum total compensation payable or creditable for such items of work, including all labor, materials, bailing, shoring, removal, overhead, profit, insurance, bonds, etc., to cover the finished work of the several kinds called for in the specifications. Changes shall be processed via a change order and in accordance with the General Conditions.

E. LABOR RATES (“LR”):

Labor rates are for an individual type performing the work or of a crew performing a specific task.

F. BREAK OUT COSTS (“BO”):

Break Out (“BO”) Costs are discrete costs that **are included within bid total** and are inclusive of all related costs; material, labor, taxes, profit, etc. Requested Breakout Costs are listed on the Bid Form and are NOT intended to equal the total bid price submission unless it is otherwise stated they shall equal.

Breakout Costs are for all work described in the Scope of Work associated with the buildings listed.

G. ALLOWANCES:

Allowance values are to be INCLUDED in the total Bid amount. Allowance amounts will be indicated on the Bid Form.

- 1 Use of allowances requires University prior approval.
- 2 Any unused portions of Allowances will revert to the University unless otherwise noted.

H. EXECUTION OF CONTRACT:

After a Notice of Award has been issued, the Procurement Department shall forward the formal contract and the forms for the Payment and Performance Bonds, if applicable, to the successful Vendor for execution. The Vendor shall execute the contract and return it with fully executed Payment and Performance Bonds (where applicable, to the Procurement Department within 15 days after receipt of it. As a prerequisite to signing the contract and prior to the expiration of the previously mentioned 15-day period following notification of award, the Vendor shall have furnished the following in the form and content required by these General Conditions:

Performance and Payment Bonds (Instructions to Vendor)
Certificates of Insurance (6.05 and 6.06 General Conditions)

After receipt of the properly executed contract form and Payment and Performance Bonds, Morgan State University will execute the contract within 120 days and forward the Vendor a copy. In the event Morgan State University fails to execute the Contract within the 120-day period, the Vendor shall have, as its only remedies, the option to

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declare the contract terminated without any liability by Morgan State University or to accept an extended period for execution by Morgan State University.

The award of the contract pursuant to these detailed specifications, if it be awarded, shall be within time specified in the Invitation for Bids and shall be to the responsible Vendor submitting the lowest responsible Bid or could be made on the basis of price and other price related factors. The successful Bid shall be given a written Notice of Intent to Award stating that his/her Bid, including applicable alternates and or unit prices have been accepted and that he/she has been awarded the contract. The basis for award of alternates and/or unit prices is set forth below entitled "Award of Alternates".

2. The University reserves the right to cancel the award of any contract before the execution of the contract by all parties without any liability on its part.
3. The University reserves the right to apply any reciprocal preference for Resident Vendors as set forth in Section 14-401 of the State Finance and Procurement Article - Annotated Code of Maryland, 1988 Edition.
4. The University reserves the right to waive any informality in or reject all bid and to make awards in the best interest of the State of Maryland.
5. No Bids shall be accepted with unbalanced or irregular features.
6. All prices must remain firm during the duration period of the contract pursuant to the detailed specifications in this solicitation.
7. No obligation is incurred by the University to award a contract based on price alone.
8. Failure to submit all costs, alternates and/or unit prices, when required, may result in a non-responsive Bid.
9. The award of the contract will be to the Vendor submitting the lowest responsive and responsible bid. However, the award could be made on the basis of price and other price related factors as outlined in MSU's policies and procedures, Procurement Method, Section G, Procurement by Cooperative Purchasing Agreement.
10. The official starting date shall be established at the Work Initiation Conference.

1.21 LICENSES, REGISTRATION AND QUALIFICATIONS:

Vendors must be licensed to be able to perform the responsibilities detailed in this bid invitation within the State of Maryland. The University reserves the right to require that the Vendor demonstrate that they have the skills, equipment and other sources to

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satisfactorily perform the nature and magnitude of work necessary to complete the project within the contract schedule.

1.22 NOTICE TO PROCEED:

After the contract has been executed, the University will issue to the Vendor a "Notice to Proceed". The University at the Work Initiation Conference will establish the official start date. Any preliminary work started, or materials ordered, before receipt of the "Notice to Proceed", shall be at the risk of the Vendor.

1.23 CONSUMER PRICE INDEX (CPI) RATE: (NOT USED FOR THIS PROJECT)

The unit prices to be paid to the Vendor during the contract extension period may be adjusted in accordance with the annual rate change of the Consumer Price Index (CPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics. The price change as determined by the University shall be based on the most current CPI for all Urban Consumers (CPI-U), Table A, which is published prior to the third month preceding the expiration date of the existing contract by calculating the unit prices with the annual rate of charge. If the contract extension period is for more than one year, the Vendor will be allowed an annual increase calculated using the referenced CPI and the unit prices of the preceding year.

1.24 COMPLIANCE WITH LAW:

By submitting a Bid in response to this solicitation, the Vendor, if selected for award, agrees that it will comply with all federal, state, and local laws applicable to its activities and obligations under the contract. By submitting a bid in response to this IFB, the Vendor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and if selected for award, that it shall not become so in arrears during the term of the contract.

1.25 ACCEPTANCE OF TERMS AND CONDITIONS:

BY SUBMITTING A BID IN RESPONSE TO THIS SOLICITATION, A VENDOR SHALL BE DEEMED TO HAVE ACCEPTED ALL THE TERMS, CONDITIONS, AND REQUIREMENTS SET FORTH IN THE SOLICITATION AND IN THE MORGAN STATE UNIVERSITY CONTRACT.

1.26 MANDATORY CONTRACTUAL TERMS:

By submitting a bid in response to this IFB, a Vendor, if selected for an award, shall be deemed to have agreed to and accepted all contract terms and conditions set forth in the Morgan State University Standard Contract.

A copy of the Morgan State University Contract (Attachment H) is included in the Appendices for your review. Prior to submitting a bid, please review and ensure your company can execute the contract, as there will be no changes to the existing Morgan State University Contract. Morgan State University Mandatory Terms and Conditions

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Acknowledgment and Acceptance Notice (Attachment H-1) is also included in the Appendices. A signed copy must be submitted with your bid.

1.27 ORDER OF PRECEDENCE:

The contract between the parties will be embodied in the contract documents which will consist of the following, listed in order of precedence:

- A. The IFB;
- B. the MSU Contract;
- C. any addenda;
- D. the Bid Form; and
- E. any other supporting documentation

Modifications to the order of precedence provision of this solicitation will not be accepted.

1.28 INCURRED EXPENSES:

The University will not be responsible for any costs incurred by a vendor in preparing and submitting a bid in response to this IFB.

1.29 COOPERATIVE PURCHASING AGREEMENT: (Not Applicable)

Morgan State University reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county or local government agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, and non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be attended thereto. The supplier/ Vendor agrees to notify the issuing body of those entities that wish to use any contract resulting from this solicitation and will provide usage information, which may be requested. A copy of the contract pricing and the solicitation requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the successful awardee(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate “directly” to the ordering jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the successful awardee. Morgan State University does not assume any responsibility other than to obtain pricing for the specifications provided.

1.30 WORK INITIATION CONFERENCE:

- A. After the Director of Procurement has issued the Notice to Proceed, the Procurement Department shall establish the Work Initiation Conference with the Vendor and any of

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- his/her representatives and the University to ensure all work procedures are clear in accordance with the University's Procedures.
- B. The Procurement Department shall identify the date, time and location of the Work Initiation Conference. The University at the Work Initiation Conference will establish the official start date. The specified contract time shall begin on the day work (other than the erection of the inspector's office, construction stakeout, and mobilization) actually starts. Any preliminary work started, or materials ordered before receipt of the "Notice to Proceed" shall be at the risk of the Vendor.
- C. The Work Initiation Conference shall provide an opportunity for all parties to review all requirements as follows:
1. Contract requirements
 2. Projected schedules
 3. Administrative procedures
 4. Sequence of Procedures
 5. Storage
 6. Approaches
 7. Use of Facilities
 8. Parking
 9. And other information as deemed necessary
- D. The Vendor is instructed to have proper representation at the conference so all matters can be addressed fully.

END OF SECTION I

**SECTION II
DIVERSITY PROGRAM**

MINORITY BUSINESS ENTERPRISE (“MBE”)

1. Minority Business Enterprises are encouraged to respond to this IFB.
2. The University has established an overall project goal of **Ten percent (5%)** MBE Participation. This means that at the completion of the overall project, the goal of 5% has been achieved or exceeded.
3. Please read and pay close attention to the instructions in the MBE Attachments A-A-4 including any and all sub-goals applied. Attachment A-1 must be submitted with the Technical Proposal. Attachments A2-A4 (as applicable) must be submitted within 10 working days from notification of being the apparent awardee or from the date of the actual award, whichever is earlier.
4. If the resulting award is to an MBE Prime or JV, the Vendor is still expected to achieve the 5% MBE participation goal in accordance with the above statement.

MBE LIQUATED DAMAGES

1. This contract required the Vendor to make good faith efforts to comply with the MBE Program and contract provisions. The University and the Vendor acknowledge and agree that the University will incur damages, including but not limited to a loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Vendor does not make good faith efforts to comply with the requirements of the MBE Program and MBE contract provisions. The parties further acknowledge and agree that the damages the University might reasonably be anticipated to accrue because of such lack of compliance are difficult to ascertain with precision.
2. Therefore, upon a determination by the University that the Vendor failed to make good faith efforts to comply with one or more of the specified MBE requirements or contract provisions, the Vendor agrees to pay liquidated damages to the University at the rates set forth below. The Vendor expressly agrees that the University may withhold payment on any invoices as a set-off against liquidated damages owed. The Vendor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the University is anticipated to incur because of such violation.
 - a. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): **\$18.98 per day** until the monthly report is submitted as required.

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- b. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): **\$86.45 per MBE subcontractor**.
 - c. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule; the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specified MBE firm and the dollar value of the work performed by that MBE firm for the contract.
 - d. Failure to meet the Vendors' total MBE participation goal and sub-goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
 - e. Failure to properly pay all undisputed amounts to a MBE subcontractor in full compliance with the prompt payment provisions of the contract: **\$96.50 per day** until the undisputed amount due the MBE subcontractor is paid.
3. Notwithstanding the use of liquidated damages, the University reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law.

END SECTION II

**SECTION III
GENERAL, SUPPLEMENTARY AND SPECIAL CONDITIONS**

GENERAL CONDITIONS:

Morgan State University Procurement Department, General Conditions of the Contract between Morgan State University and Vendor, current issue, are hereby made a part of these documents. They are available for review at Morgan State University's Procurement website:

<https://www2.morgan.edu/Documents/ADMINISTRATION/OFFICES/procurement/GeneralConditions.pdf>.

3.1 DATE OF COMPLETION:

The date of completion is important and may be considered in awarding the contract. The period of time required for completion of the work is required in the Bid and, if it has not been inserted by the University, it shall be inserted by the Vendor and must be stated in calendar days; Saturdays, Sundays, and holidays included.

3.2 FAILURE TO COMPLETE ON TIME/LIQUIDATED DAMAGES:

Time is an essential element of the contract and it is important that the work be vigorously prosecuted until completion.

A. For each day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the contract, the Vendor shall be liable for liquidated damages in the amount(s) provided for in the solicitation, provided, however, that due account shall be taken of any adjustment of specified completion time(s) for completion of work as granted by approved change orders.

B. The State shall deduct and retain out of the monies due to or become due to the Vendor hereunder the amount of liquidated damages, and in case the amounts due the Vendor are less than the amount of such damages, the Vendor shall be liable to Morgan State University for the difference.

C. The amount (if any) of liquidated damages is stated on SCHEDULE page.

3.3 COMMUNICATION:

The Vendor is required to remain on-site at all times when work is in progress on this project and/or an individual who represents the Vendor, and is responsible for the entire project, and can communicate in English with Morgan State University's representatives.

3.4 ASBESTOS:

If at any time during the performance of work required by the contract pursuant to these detailed specifications, the Vendor finds he/she has reason to suspect the presence of

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asbestos in any work area, he/she shall immediately notify the Project Manager in writing setting forth his/her observations/suspicions and requesting instructions. At the same time, the Vendor shall withdraw all his/her personnel from the potentially contaminated area.

3.5 VENDOR'S LIABILITY INSURANCE:

- A. The Vendor and its authorized subcontractors shall maintain such insurance as will protect them from claims under Workmen's Compensation Acts, U.S. Longshoremen's and Harbor Worker's Compensation Act, and the Federal Employers Liability Act by coverage with Insurance Companies or by methods acceptable to the State Insurance Commissioner and by no other method, for damages which may arise from operations under the contract pursuant to these specifications, whether such operations be by themselves or by an authorized subcontractor or anyone directly or indirectly employed by either of them.
- B. He / She shall protect himself/herself and the State from any claims for Bodily Injury, Liability and Property Damage Liability.
- C. The limits for Bodily Injury Liability shall be not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The minimum limit for Property Damage Liability shall be One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
- D. The above policies for Bodily Injury and Property Damage Liability Insurance shall be so written as to include Contingent Bodily Injury and Property Damage Liability Insurance to protect the Vendor against claims from the operations of authorized subcontractors.
- E. Certificates of the Vendors containing evidence of the Hold Harmless Clause protecting Morgan State University and/or the State of Maryland shall be filed with Morgan State University and shall be subject to their approval for adequacy of protection. No work shall be started at the site until appropriate certificates of insurance are filed with and approved by the Procurement Officers Representative.

3.6 VENDOR ELECTRONIC FUNDS TRANSFER REGISTRATION:

By submitting a response to this solicitation, the Vendor agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The successful Vendor shall register using the attached form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

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3.7 LUMP SUM:

Lump Sum does not mean, not including the details that support the numbers that are submitted with the Schedule of Values. Detailed information may include and is not limited to estimates, receipts for materials, unit rates for parts / equipment, labor, overhead and profit, etc. MSU is not intended to utilize the detailed information to scrutinize the value of the contract (once the bid has been awarded) but that it supports the information submitted for payment.

3.8 SCOPE OF PAYMENT:

- A. Payments are made on the evaluation of work accomplishment and because of materials delivered on the site, for incorporation in the Work, which are suitably stored and protected.
- B. Final Payments may be submitted electronically and VIA *DocuSign*.
- C. At the sole discretion of the University and in special instances, and with prior approval of the University, partial payments may also be made because of materials or equipment ready for incorporation in the Work but stored at some off-site location agreed to by the University. Vendor's bill of sale or such other procedures satisfactory to the Procurement Department to establish the State's title to such materials or equipment or otherwise to protect Morgan State University's interest including applicable insurance and transportation to site may be required. Materials and or equipment that are ready for incorporation into the building and stored off-site may be submitted for partial payment (not exceeding 50% of the value of the equipment/materials stored) with the proper documentation and proof of the items. Required documentation includes but is not limited to: bill of sales, insurance specific for the items, photos of items, tagged for the project. Any additional amount must be separately approved by MSU. Materials stored off site such as plywood, plumbing parts not incorporated into a system are not considered for stored materials.
- D. Retainage: Retainage in the amount of 10% of the total amount of work invoiced as of the invoice, 10% retainage shall be maintained until the project is 50% complete then at the discretion of the University the retainage may be reduced to 5% though the completion of the project, as long as work is progressing satisfactorily.
- E. Payment applications, inclusive of all appropriate and required backup may be made electronically with approval from the University.
- F. Application for payment should be submitted on or about the 25th day of each month but not less than 30 days after the "Work Initiation Conference" nor before ten days of job operation (job shut down days excluded).
- G. In applying for payment, the Vendor should submit a statement based upon the schedule of values, itemized (with back-up) in such form and supported by such evidence as the

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State may require, showing the Name of Project / Project Number, Vendor's right to the payment claimed. Each invoice shall prominently display the Vendor's Federal Employers Tax Identification Number, or (if he/she has no such number) his/her Social Security Number.

1. In applying for payments, receipts of materials and documentation of labor/costs, etc. shall be included.
2. In applying for all payments, excluding the first payment and final payment, the Vendor shall submit in addition to the above a certificate that he/she has paid:
 - a. All labor to date.
 - b. All Vendors and material suppliers in full for all items received.
 - c. All authorized subcontractors in full, less the retained amount.
 - d. Partial Waiver of Liens (for each payment) and the Final Waiver of Liens to be included with the last payment.
3. In applying for the final payment, the Vendor shall submit in addition to the statement required in the first part of Paragraph (E) above, the following:
 - a. In all cases, Morgan State University may demand such evidence as will establish the State's title to materials and give reasonable assurance that causes for liens by labor and others do not exist; Final Waiver of Liens.
 - b. If applicable, an electrical certificate from an independent (non-governmental) electrical inspection agency approved by the State of Maryland Fire Marshall must be submitted to the University prior to or with the final payment invoice. The Vendor must make application for the inspection, coordinate same, and pay the required inspection fees. The independent electrical inspection agencies are not considered local authorities.
 - c. Copies of all third-party inspection reports (electronically).
 - d. Copies of internal inspection reports i.e. MDE, progress meeting minutes, etc. (electronically).
 - e. All other guarantees / warranties as called for by the contract.
 - f. All required equipment manuals and parts lists.
 - g. Certificate of Final Completion

3.9 SHOP DRAWINGS / SUBMITTALS (If Required):

Shop drawings / submittals should be submitted to the University within two (2) weeks after Notice to Proceed, unless otherwise agreed to by the University a longer period has been accepted.

- A. Shop Drawings are drawings, diagrams, illustrations, designs, brochures and other data which are prepared by the Vendor, any authorized subcontractor, manufacturer,

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supplier or distributor and which illustrate a particular part of the work to be performed under the contract. (Shop drawings are to be on any equipment that is being updated or supplied as new to the project). Note: The University as a part of this IFB provides existing documents of existing equipment; anything not provided does not exist.

- B. Samples: Samples are components, materials, colors, fabrics, etc. submitted for approval at the request of the University and / or the specifications. Samples include but are not limited: ceiling tiles, flooring, paint colors, caulk, fabrics, acoustical panels, etc.
- C. Mock-Up: When specified Mock-Up's may be requested to demonstrate the finish level or how various components work together. Once approved the mock-up will be the standard of care for the finishing, construction of the materials/items (no mock-up is intended for this project).
- D. The Contractor shall submit to the University or his/her authorized representative for approval four (4) copies (or as many is determined needed) of shop drawings of all materials, construction details, designs and process required completing the construction prior to starting the actual work. Shop Drawings/Samples may be made electronically with approval from the University.
- E. The Vendor shall keep on the project site at all times, copies of approved shop drawings/samples.
- F. Shop drawings shall be checked with existing field dimensions by the Vendor, who shall have full responsibility for their correctness, and shall confirm the checking and his/her approval in writing when submitting the drawings to the University or his/her authorized representative for approval.
- G. The approval of shop drawings, samples and mock-ups by the University or his/her authorized representative is in the nature of an aid to the Vendor but shall not relieve the Vendor from their responsibility to construct the Work in accordance with the Contract Documents. Changes resulting from shop drawings shall be called to the attention of the University or his/her authorized representative and his/her approval of it is given in writing. Any changes shown on the shop drawings not brought to the University's attention (immediately after the return of said shop drawing / prior to the start of the work/fabrication will not be considered a change to the work and possibly not eligible for compensation).
- H. The University or his/her authorized representative has the right to make such changes on the shop drawings in dimensions, corrections and details as may be found necessary to meet conditions encountered in the detailing and no equitable adjustment (cost or time) or damages will be made on account of these changes, provided the changes made

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do not significantly change the scope of the work. Such changes should be brought to the University's attention immediately, otherwise they may not be considered as a change.

- I. Changes to the Work, either because of field conditions, changes indicated on the shop drawings, or as otherwise determined different from the Contract Documents shall be authorized by a fully executed change order.
- J. In preparing schedules for the delivering of materials, the Vendor shall allow reasonable time for the submission, examination, correction and approval of shop drawings in the manner above described.

3.10 AUTHORITY AND DUTIES OF STATE, CITY INSPECTORS AND THIRD-PARTY INSPECTORS:

THIRD PARTY INSPECTORS:

- A. The University may hire a third-party inspection company or may direct the Vendor to hire a third-party inspection company to inspect the Work. These Inspectors shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The Inspector is not authorized to revoke, alter or waive any requirements of the contract, nor is he/she authorized to approve or accept any portion of the complete project. He/she is authorized to call the attention of the Vendor to any failure of the work or materials to conform to the contract. He/she is authorized to reject materials or suspend the work until any questions at issue can be referred to and decided by the Project Manager. Inspectors shall perform their duties at such times and in such manner as will not unnecessarily impede progress on the contract.
- B. The Inspector shall in no case act as foreman or perform other duties for the Vendor, nor interfere with the management of the work by the latter.
- C. Any advice, which the Inspector may give the Vendor, shall not be construed as binding Morgan State University in any way, or releasing the Vendor from fulfilling all of the terms of the contract. The duty of the Inspector on the project is to observe the progress of the work and to report any deviations from the requirements of the contract documents; however, should the Inspector fail to report any such deviation from the contract requirements, this does not release the Vendor from fulfilling all of the terms of the contract.
- D. Where there is disagreement between the Vendor and the Inspector, the Inspector will immediately direct the facility's attention to the issues of disagreement, and if the Vendor still refuses to make corrections, comply of suspend work, the facility will prepare and deliver in writing to the Vendor, by mail or otherwise, a written order

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suspending the work and explaining the reason for such shutdown. As soon as the Inspector is advised of the delivery of the shutdown order, the Inspector shall immediately leave the site of the work and any work performed during the Inspector's absence will not be accepted or paid for and may be required to be removed and disposed of at the Vendor's expense.

- E. The University reserves the right to make or cause to be made inspections and tests as are deemed advisable to assure that the requirements of these specifications are being fulfilled. If it is found that the standards specified are not being satisfactorily maintained, the University may immediately demand that the Vendor meet these specifications/requirements. If the Vendor fails to comply with such demands within a reasonable time, not to exceed two (2) weeks, the University may by written notice to the Vendor terminate his/her right to proceed further with the work. In such an event, the University may take over the work and process it to completion by contract or otherwise, and the Vendor shall be liable for any additional cost incurred by the University.

F. STATE AND CITY INSPECTORS:

As required by either the State of Maryland or the City of Baltimore, either or both may provide inspectors to inspect work relevant to state or city permits issued to the project. These inspectors will be able to shut down their portions of work should they not be in accordance to the relevant state or city codes. Vendor shall bring any such occurrence to the immediate attention of the University and correct the cited problem as required.

G. INDEPENDENT INSPECTION AND TESTING:

Independent Inspection / Testing is required as a part of this Project shall be included as a part of Scope of Work. Independent Inspectors shall provide simultaneously to both the Vendor, Owner and the AE all information and findings.

Independent Inspectors may only shut down the work should the work being performed is being performed in an unsafe manner or is causing an unsafe condition.

Any work being performed outside the parameters of the Contract Documents shall be brought to the immediate attention of Vendor, the Owner and the AE. AE shall advise the Vendor upon notification of any work that is outside of the Contract Documents that shall be corrected by the Vendor.

Any work requiring correction as a result of the Inspector's comments shall be corrected at the Vendor's expense.

3.11 UNIVERSITY OBSERVATIONS:

- A. The University may assign a representative to observe the Vendor's work and when necessary review any work, materials, supplies, or equipment that the Vendor may have

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on the job site. The Vendor shall cooperate with this representative assigned by the University.

3.12 UNIVERSITY PROJECT MANAGER:

The University shall assign a project manager to be the point of contact with the Vendor.

3.13 SIGNS:

- A. The Vendor shall be responsible for installing an appropriate number of signs of adequate size to ensure his/her material suppliers are aware of the job location. The University shall determine the locations for the erection of the Vendor's signs and approve the appropriate size.
- B. The Vendor shall utilize required safety and directional signs, safety barriers, and caution road cones wherever appropriate to eliminate injuries.

3.14 PERMITS AND FEES:

Vendor shall obtain all necessary permits; pay all fees and other costs in connection with this work if applicable.

In addition, the Vendor is to file all necessary plans, prepare all documents, and obtain all necessary approvals of Governmental Department having jurisdiction and schedule required inspections or meetings. The facility shall receive electrical inspection certificates from the General Vendor.

3.15 SUBMITTAL OF WORK PLAN (If Required):

Submit a project Work Plan, 10 days after notice-to-proceed. The Vendor shall submit to Morgan State University Work Plan consisting, at a minimum, of the following:

- A. Schedule showing start of work and completion dates for all items of work.
- B. Schedule of Values related to anticipated payment requests. Schedule of Values of the various parts of the Work, including quantities, labor, material, aggregating the total sum of the contract, and broken down into discrete work items (as jointly determined by Morgan and Vendor). Mobilization and demobilization shall be listed separately and should be reasonably equal in value. This schedule shall be so divided as to facilitate payments to any authorized subcontractors. The form of this submission shall be as the Vendor and the University have agreed upon and shall be supported by such evidence as to its correctness as Morgan State University may direct. This schedule shall be used as a basis for certificates of payments unless later found to be in error.
- C. Shop drawing schedule and other items required for review by the University or his/her authorized representative.

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- D. A project safety plan.
- E. Other information as deemed necessary at the time of the Work Initiation Meeting.
- F. *A Work Plan is required for this project.*

3.16 REGULATIONS AND CODE REQUIREMENTS:

All work shall conform to the requirements of the latest editions of the following codes and regulations as appropriate.

- A. Plumbing Code
- B. Basic National Building Code (BOCA)
- C. International Building Code
- D. National Fire Protection Association
- E. National Electrical Code
- F. International Existing Building Code (IEBC)
- G. All work shall be in accordance with the Secretary of Interior Standards for the treatment of Historic Properties
- H. In addition, all work shall be in accordance with requirements of all local codes and regulations of authorities having jurisdiction over this work.
- I. American Disabilities Act (ADA)
- J. Maryland Department of the Environment (MDE)
- K. Elevator Codes

3.17 FIRE AND SAFETY GUIDELINES:

Prior to commencing any of the work to be performed under the contract pursuant to this specification, the Vendor shall familiarize himself/herself with the Fire/Safety guidelines established for the subject facility. The Vendor and his/her authorized subcontractors shall comply with all the guidelines and obtain the necessary permits, inclusive of a Hot Works Permit from the University.

A. FIRE PREVENTION:

1. All Vendor non-essential electrical devices and/or equipment should be disconnected at the end of each working day.
2. A nationally recognized testing laboratory (UL) shall approve all electrical equipment, unless the University approves another testing agency.
3. Oily materials (rags, drop cloths, overalls, etc.) shall be removed from the buildings, and properly disposed of at the end of each working day.
4. Report any fire immediately to Campus Police ext. 3103 or by pulling the nearest fire alarm box. Extinguished fires shall be reported promptly to Campus Police ext. 3103. A detailed report of the incident shall be provided to the University's project manager after the incident.

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5. Flammable liquids or solvents shall not be permitted on campus without prior written authorization (email, fax, other) of the University or his/her authorized person. Fire extinguishers shall not be removed from their locations nor used for any purposes other than firefighting.
6. The Vendor or their authorized subcontractors shall not use fire hydrants without permission from the University for any purpose.
7. Provide a list/data sheets of all hazardous materials to be utilized during the Work.
8. Prior to quitting time, a reliable designated employee of the Vendor shall make a visual check of the work to ensure compliance with these safety items. An Assistant Fire Marshal is available for advice and assistance on any matter regarding fire prevention.

B. SAFETY:

1. The Vendor shall be responsible for instructing their employees and authorized subcontractors in appropriate safety measures prior to commencement of work.
2. The Vendor shall meet with the University to discuss and if necessary, develop a mutual understanding relative to administration of an overall safety program.
3. The Vendor shall maintain an accurate record of and shall report to the University on a timely basis, at the end of the work day or in according to MOSH (Maryland Occupation Safety Hazards) any occurrence of accidents, occupational disease, harmful exposure, injury, and/or damage to property, materials, supplies, and equipment incidental to work performed under the contract pursuant to these detailed specifications.
4. The Vendor at all times shall comply with all applicable provisions of Municipal, State, and Federal Safety Laws and building codes to prevent accidents or injury to persons on or about, or adjacent to the premises where the job is being performed.
5. Take special care and preparation in work to avoid creating unsafe conditions. Proper barricading, posted signs, and safety markers shall be in place where necessary to protect the students, guests, faculty, and staff from hazardous areas.
6. Vendor shall provide a list of any materials considered hazardous with appropriate Material, Safety and Data sheets, including information as to how and where they are stored and to be utilized.
7. **HOT WORK PERMIT:** At least 48 hours prior to the activity, Vendor shall apply for a Hot Work Permit from the University. This work includes any work requiring acetylene torch burning welding, sanding, saw cutting and other such work that could cause the sprinklers, and or smoke alarms to be activated.
8. Vendor to provide a fire watch if the sprinklers are “deactivated” for the work. Sprinklers should be reactivated at the end of each workday. Any deviation requires Morgan’s approval, and Vendor may be required to supply additional fire watch as directed by Morgan.
9. Vendor shall provide the proper separation and ventilation of spaces, including adjacent occupied spaces to ensure, smoke, dust, etc. do not travel beyond the work area.
10. Provide protective shielding (including eye) from any welding for the public.

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11. Any night work, shut down of systems or work that interferes with the normal operation of the University must be scheduled 14 days in advance and receive prior approval from the University.

3.18 GENERAL REQUIREMENTS:

- A. Neither the contract pursuant to these detailed specifications nor the services to be performed hereunder shall be subcontracted, or otherwise disposed of, in either completely or in part, without the prior written consent of the University.
- B. Vendor shall verify all dimensions throughout the process and not rely on dimension/quantities provided by the University or a design/engineering team if any are a part of the project.
- C. Vendor at all times shall keep the work area and any adjoining staging area free of rubbish resulting from their work. The Vendor shall remove all waste and rubbish regularly/as necessary (daily/other) from the job site.
- D. When rendering services, and particularly after normal work hours, weekends, or holidays, the Vendor's personnel before leaving the building upon completion of work shall close all windows, turn off lights related to or in the work area that were opened or turned on by the Vendor, except as directed otherwise, and shall securely fasten or lock all entrances to buildings and mechanical rooms. Vendor's representative shall notify the University Campus Police (Ext. 3103) upon departure of the facility.
- E. The Vendor shall direct their personnel not to tamper with any University property (i.e. copiers, fax machines, telephones, computers, etc.).
- F. The Vendor shall assume full responsibility for all damages and/or injury to persons, property, or equipment that result from any work performed by their employees or authorized subcontractors. Vendor shall report to the University, as soon as possible after the accident incident, and provide within 24-hours of said incident a written report.
- G. The Vendor will be held liable by the University for any damage caused by their employees or authorized Sub vendors to any equipment apparatus or installed property for which work is performed under the contract pursuant to these detailed specifications.
- H. The structure, fixtures or furnishings damaged by the Vendor's personnel shall be replaced or repaired to the satisfaction of the University by the Vendor at no expense to the University.
- I. The use of water, sewer, and electric utilities shall conform to the University's policies. Utilities to be furnished by the University (unless otherwise notified during the

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proposing process) without cost to the Vendor for work directly related to this project. The Vendor shall be responsible for connecting to the existing electrical service. All electrical connections must be in complete accord with all applicable electrical safety codes. All electrical power connections, other than standard 120-volt connection, shall be prior authorized by the University and done in a competent manner.

J. Termination for Default:

If the Vendor fails to fulfill its obligations under the contract pursuant to these detailed specifications properly and on time or otherwise violates any provision of the contract, the University may terminate the contract by written Notice to the Vendor. All finished or unfinished supplies and services shall at the University's option, become the University's properties. The University shall pay the Vendor fair and equitable compensation for satisfactory performance prior to receipt of Notice to the Vendor for termination, less the amount of damages caused by the Vendor's breach. If the damages are more than the compensation payable to the Vendor, the Vendor shall remain liable after termination and the University can affirmatively collect damages.

K. Termination for Convenience:

The University in accordance with this clause in whole may terminate the performance of work under the contract pursuant to these detailed specifications, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with the contract pursuant to these detailed specifications that the Vendor has incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Vendor shall not be reimbursed for any anticipatory profit that has not been earned up to the date of termination.

L. Vendor Employee Identification

1. The Vendor shall provide identification such as a uniform with company logo and name, photo ID badge, etc. for all their employees servicing the University.
2. All Vendor service vehicles are to be readily identifiable by company name and phone number clearly shown on the exterior of the vehicle. All University parking regulations are to be followed by the Vendor and any authorized subcontractors.

3.19 INSURANCE:

- a. The Vendor shall indemnify and hold harmless and defend the University and its representatives from suits, actions, or claims of any charter brought on account of any injuries or damages sustained by any person or property in consequence of any work performed under the contract pursuant to these detailed specifications by the Vendor.

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- b. The Vendor shall maintain such insurance as will protect them from claims under the Worker's Compensation Act, by coverage with insurance companies licensed and acceptable to the Maryland State Insurance Commissioner for damages, which may arise from operations by them, or anyone directly or indirectly employed by the Vendor.
- c. The Vendor shall protect themselves and the University from other claims that may arise in consequence of any work performed under the contract pursuant to these detailed specifications by the Vendor.
- d. The limits for Bodily Injury Liability shall not be less than \$200,000 for injury to any one person and \$500,000 for injury to more than one person in any single incident. The minimum limit for Property Damage Liability is to be \$100,000 per incident and \$200,000 aggregates.
- e. Certificates of the Vendor's insurance containing evidence of the Hold Harmless Clause is to be filed with the University within five (5) days after award of a contract pursuant to these detailed specifications.
- f. The Vendor must be fully insured and must submit proof of Comprehensive General Liability Insurance covering bodily injury and property damage.

3.20 MATERIALS:

Storage of materials will be restricted to areas designated by the University's Project Manager. Materials that are damaged in storage will be restored to their original conditions at the expense of the Vendor.

3.21 INVOICING:

A. All invoices shall be addressed as follows:

Morgan State University
312 Montebello – Design and Construction Management
1700 E. Cold Spring Lane
Baltimore, Maryland 21251
Attn: Project Manager (to be named by the work initiation meeting)

B. Each invoice will be issued in duplicate and must include the following information:

1. Project Number
2. Project Name
3. Description of services being invoiced
4. Inclusive dates of rendered services being invoiced
5. Invoice number and invoice date with dollar amount clearly identified
6. Federal Identification Number of Vendor
7. Schedule of Values
8. Material receipts, and/or cost break downs as appropriate
9. Itemized hours worked and materials furnished
10. Copies of appropriate documentation as required by contract specification
11. List of approved change orders

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12. Invoices may be submitted electronically

3.22 PAYMENT TO VENDOR:

- A. All completed work can be invoiced if it is clearly identifiable according to the above scope of work.
- B. Invoices cannot be processed without the required documentation being attached (work orders, reports, etc.).

3.23 PROTECTION OF WORK:

The Vendor shall take all-necessary precautions to safeguard work pursuant to a contract based on these detailed specifications, as well as the existing University property against damage. The Vendor shall be responsible for any corrective measures required until the University accepts the project.

3.24 SUPERVISION:

The Vendor shall have a competent Project Manager on the project wherever work is being performed. Said Project Manager shall be responsible for all work performed and shall schedule the work to meet the timeline established in this IFB, meeting the completion and critical dates (if established) and any schedule provided with the Work Plan. This Project Manager must speak English.

3.25 CLEANUP:

- A. Upon completion of the work specified pursuant to a contract based on these detailed specifications, the Vendor shall remove from the job all equipment, surplus material, and other debris related to their operation.
- B. The Vendor shall leave all floors, walls furniture and hardware free of dust, dirt, and similar matter resulting from the work performed.
- C. The Vendor shall repair or replace any non-operating, broken or damaged items on the project resulting from the work performed.
- D. The aforementioned work shall be completed before the University along with the Vendor conducts a final inspection.

3.26 WORKMANSHIP:

All workmanship shall be of top quality. Whenever the method of work or manner of procedure is not specifically stated or shown in the contract documents, then it is intended that the best trade practices shall be adhered to. Written recommendations of the manufactured materials used on this project shall be considered as part of these specifications.

3.27 SUBSTITUTIONS:

Vendors wishing to substitute other equal products for the project must provide sufficient data in the form of specification sheets and samples within ten (10) days prior to bid opening. The University will then make a comparison and decide on acceptance or rejection. This data shall include samples, specification warranties, test data, and any other information deemed necessary for a full evaluation of the merits to be considered for the substitution. Materials not meeting all products, specifications, warranties, and performance assurance requirements will not be considered for approval. Substitution made after the receipt of the bids and of the award of the contract may not be considered unless specifically requested by the University. Substitutions made after the bid will require the same information and may not be accepted by the University.

3.28 VENDOR GUARANTEES/WARRANTIES:

The Vendor shall fully guarantee the equipment materials furnished and workmanship and he/she will make good any defects not due to ordinary wear and tear or improper use, which may develop within two (2) years following the date of acceptance of project. Such defects will be promptly repaired, or work replaced and made satisfactory at no expense to the University. Specifications providing longer periods of Warranty or Guaranty shall be in effect in addition to the two-year warranty/guaranty defined herein.

A. Guaranty/Warranty

The Vendor shall fully guarantee the equipment materials furnished and workmanship and he/she will make good any defects not due to ordinary wear and tear or improper use, which may develop within two (2) years following the date of acceptance of project. Such defects will be promptly repaired, or work replaced and made satisfactory at no expense to the University.

- A. The Vendor shall furnish a Manufacturer's Labor and Material Warranty covering a period of a minimum of two (2) years, or as typically provided for specific equipment and systems (i.e. roof 30 years).
- B. The rights and remedies provided herein are in addition to and do not limit rights afforded to the University by any other clause on the contract pursuant to these detailed specifications.

3.29 MEASUREMENTS:

Vendor shall be responsible for all field measurements required. Failure on the part of the Vendor to establish needed dimensions and other field conditions necessary to execute his/her work will not relieve Vendors of their responsibilities to meet the requirements pursuant to a contract based on these detailed specifications. There shall be no extra cost to the University for any failures on the part of the Vendor to perform as herein specified.

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Questions and inquires must be submitted to the Procurement Officers Representative in the Procurement Department. Written responses will be published on eMMA.

3.30 COMPLETION OF WORK:

Upon completion of work, the Vendor is to notify the University for Final Inspection. PAYMENT REQUEST WILL NOT BE HONORED UNTIL THE UNIVERSITY'S REPRESENTATIVE DETERMINES THE WORK IS ACCEPTABLE AND COMPLETE. Acceptance is considered by the University's signing of the invoice.

- A. To meet the requirements of this specification.
- B. There shall be no extra cost to the University for any failure on the part of the Vendor to consider all necessary factors to properly perform the work required to properly complete this project.
- C. Turn over any required attic stock to the University, inclusive of a transmittal of items turned over.

3.31 SUPPLEMENTAL CONDITIONS:

No Supplemental Conditions are included at this time.

3.32 SPECIAL CONDITIONS:

- A. COVID-19 Requirements
 1. If you are not feeling well stay at home.
 2. Daily check-in may be required at the Washington Service Center prior to going to the project site.
 3. Daily upon access to campus, all will be required to answer the COVID protocol questions.
 4. Masks must be worn at all times while on campus
 5. On-Site superintendent/project manager shall maintain a contact list of all working on campus. This is needed should there be interaction with a suspect/actual case in the work place or an adjacent area.
 6. All workers shall wear company identifying apparel (hat do not count), and have identification handy.
 7. Turn over weekly daily check-in reports electronically.
- B. Work Restrictions: As described as a part of the Schedule.
- C. Work Hours: Monday – Friday: starting earlier than 7:30 shall require permission from the University. Work involving loud noises such as jackhammering shall not start earlier than 8:00am. Weekend work requires advance notice to the University to ensure no events are scheduled.
- D. Campus is a no-smoking, tobacco, vaping, and drug-free campus.

END OF SECTION III

SECTION IV

SCOPE OF WORK

STUDENT CENTER GARAGE STAIR TOWER REPAIRS

4.1 GENERAL:

- A. Work may include demolition/protection and new/replacement construction. Work includes but is not limited to: demolition, excavation, micro piles, concrete/precast, brick removal/replacement/repairs, glass/window replacement, sidewalk replacement, cleaning of stained precast, support systems, landscaping, removal of structural cabling, cleaning, leveling of decks, caulking, repointing, etc. paint, restriping of decks at/adjacent to work areas and cleanup.

4.2 DOCUMENT ABBREVIATIONS:

- A. Intentionally left blank

4.3 SCOPE OF WORK:

- A. Work is summarized in the PROCUREMENT OBJECT and is specified in the Contract Documents.
- B. HAZARDOUS MATERIALS
 - 1. No Hazardous Materials are anticipated.
- C. DEMOLITION:
 - 1. Per the Contract Documents.
- D. NEW WORK:
 - 1. Per the Contract Documents.
 - 2. ALLOWANCES:
 - i. As described on the BID Form
 - 3. ALTERNATES:
 - i. As described on the BID Form
- E. PROTECTION: Per the Contract Documents and:
 - 1. Provide protection around the work areas inside and out of the garage and at each level.
 - 2. Protect the track, football field and field lighting.
 - 3. Provide appropriate caution signage.
- F. TEMPORARY WORK:

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1. Per the Contract Documents and as deemed necessary to provide a safe and stable work site and work.
2. Remove temporary installed by others at a time and when appropriate and with the approval of the Structural Engineer. Patch any holes / clean, etc. or other areas left behind by the removal temporary work.

G. GENERAL:

1. Provide temporary barriers / fencing / signage around any work areas to maintain a safe work site separate from the general campus population and any visitors to campus.
2. General cleanup on a regular basis, including entry/exits of work area and the path to outside. Provide dumpsters as necessary.
3. Final clean space.
4. Keep spaces utilized as paths of travel outside of the work space cleaned and free from debris and dust.

H. PERFORMANCE CONTRACT WORK:

1. Per the Contract Documents

I. WORK BY OTHERS:

1. None anticipated, but may be added if determined necessary by Owner.

J. COORDINATION:

1. Coordination will be required with MSU.
2. The garage will remain open during these operations. Safe paths of travel for vehicles and pedestrians shall be provided and maintained at all times. The garage may be closed under special circumstances provided provision were made with and approved by the University in advance. A minimum of 48-hr notice is required.

K. Intentionally left blank.

4.4 SUBMITTALS / SHOP DRAWINGS:

- A. Submit a **SAFETY PLAN** for working at and in manhole, include how public will be protected from the work area while work is going all.
- B. Electronic copies shall include the original drawing file format, AutoCad and PDFs of the identical information and system drawings shall be B (11x17) size. Information shall be scale-able for larger drawings.
- C. Vendor shall furnish a USB containing all electronic copies of product and shop drawings.

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- D. Schedule of activities and including the approximate number of shutdowns and approximate length of shutdown.
- E. The University Representative will respond within ten (10) business days of receipt regarding further action or revisions, if any are required.
- F. A final set of Submittals shall be delivered within thirty (30) business days to the University upon completion of the project.
- G. As-Built documents:

As-built drawings shall include all drawings whether or not there are changes on the drawing page(s).

 - 1. Provide as-built documents of the renovated space.
 - 2. As-Built documents are to be in both a drawing file/AutoCad and in a PDF so they may be updated as necessary. Print drawings should be (11X17) and saleable to larger or smaller sizes.
 - 3. Two hard copies and 1 set on a USB shall be furnished.
- H. Submit for review / approval
 - 1. As required by the Contract Documents
- I. Intentionally left blank

4.5 COORDINATION:

- A. Coordinate the measurement and installation of the seating Vendor. Installation will be provided by the seating Vendor.
- B. Coordinate with other trades and Design and Construction Management or the Physical Plant representative on all aspects of the project.
- C. Shutdown may require coordination with major events.

4.6 ADMINISTRATIVE:

- A. University Authorized Representatives will be provided at the Work Initiation meeting.
- B. All work on site will be prior coordinated through the Morgan State University (MSU) designated Project Manager.
- C. The authorized Project Manager must preauthorize all work not covered by the specification and bid document for which the Vendor will seek additional compensation. Change Orders shall require approval from Design and Construction Management (DCM), and the Capital, Change Order Review Committee (CCRC), prior to being considered approved. Other MSU signatures are required prior to the change order being considered complete.

4.7 OWNERSHIP:

- A. The University shall retain the rights to all drawings, designs, specifications, licenses to software, keys, dongles, etc., for this project.

4.8 CODE COMPLIANCE:

- A. All work done under this specification will comply with all governing codes, laws and governing bodies.

4.9 SYSTEM START UP AND COMMISSIONING:

The Vendor shall start-up and commission the system installed, and or modified by the Work.

4.10 WARRANTY AND SERVICE:

- A. A full workmanship warranty shall be guaranteed against defects in materials and quality for (2) two years after Substantial Completion. Labor to repair, or replace these devices shall be provided by the Vendor at no charge during regular working hours during the warranty period.
- B. Regular service and warranty work, which does not interfere with the facility's operation, shall be performed during normal workday working hours, 7:30 a.m. to 5:00 p.m. Monday through Friday. The Vendor at his/her option may perform their scheduled work at any time convenient to the University and the Vendor, in the case of a scheduling conflict. This does not relieve the Vendor's responsibility to schedule as much work as possible during regular workday working hours. Any work performed outside of the normal work hours will require prior approval.

4.11 COMPLETION OF WORK:

- A. Upon completion of work, the Vendor is to notify the authorized Project Manager. Payment request will not be honored until the University representative determines the work to be acceptable.
- B. All workmanship shall be of top quality. Whenever the method of work or manner of procedure is not explicitly stated or shown in the contract documents, then it is intended that the best trade practices shall be adhered to for the duration of this project. Written recommendations of the manufactured materials used on this project shall be considered as part of these specifications, and all materials shall be applied, installed, used, and cleared as so-called for thereby.

4.12 CLEAN UP:

- A. Upon completion of the work specified pursuant to a contract based on these detailed specifications, the Vendor shall remove from the job all equipment, surplus material, and other debris related to his operation from any workspace or mechanical rooms.
- B. The Vendor shall leave all areas including floors, walls, furniture, and hardware free of dust, dirt, and similar matter resulting from the work performed.
- C. The Vendor shall repair or replace any non-operating, broken or damaged items in the project caused by the work done.
- D. The preparatory work shall be completed before a final inspection conducted by the authorized project manager along with the Vendor.
- E. After the work, all equipment relevant to this contract shall be checked and thoroughly cleaned, and all other areas shall be cleaned around material provided under this contract.

END OF SECTION IV

SECTION V
SUPPLEMENTAL INFORMATION

DRAWINGS AND TABLES:

1. Campus Map

<https://map.morgan.edu/>

2. PROVIDE LIST OF OTHER DOCUMENTATION INCLUDING LINKS FOR INFO IF SUBSTANTIAL IN SIZE

- a. Contract Drawings

https://www.dropbox.com/s/bk3vwnmhb3z8aa/2009.3312.0_STUDENT%20CENTER%20GARAGE_MSU_BID%20SET_01-22-....pdf?dl=0

- b. Project Manual

<https://www.dropbox.com/s/ae7d2mkjrhyfw6/Project%20Manual%2001-27-22.pdf?dl=0>

END OF SECTION V

**SECTION VI
SUPPLEMENTALS**

8.1 DRAWINGS AND TABLES:

A. Campus Map

<https://map.morgan.edu/>



END OF SECTION VI

**SECTION VII
ATTACHMENTS**

ATTACHMENT A	Minority Business Enterprise Participation Forms (Required with Bid)
ATTACHMENT B	Bid Form/ Addenda Acknowledgement (Required with Bid)
ATTACHMENT C	Bid Affidavit (Required with Bid)
ATTACHMENT D	Conflict of Interest Affidavit (Required with Bid)
ATTACHMENT E	Contract Affidavit
ATTACHMENT F	State of Maryland Prevailing Wage Rates (1/31/22)
ATTACHMENT G	Acknowledgement of Receipt of Addendum (Required with Bid)
ATTACHMENT H	Morgan State University Construction Agreement (For Informational Purposes Only)
ATTACHMENT H-1	Mandatory Contractual Terms and Conditions (Required with Bid)
ATTACHMENT I	Bid Bond (Required with Bid where applicable)
ATTACHMENT J	Performance Bond
ATTACHMENT K	Payment Bond
ATTACHMENT L	Electronic Fund Transfer (EFT) Form
ATTACHMENT M	E-Maryland Marketplace Registration Verification Form
ATTACHMENT N-3	MSU General Conditions for Construction Services
ATTACHMENT O	Blank Pay Application (to be provided to awardee)
ATTACHMENT P	Payment of Employee Health Care Expenses (Required with Bid)