

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

Request for Proposal: Mechanical, Electrical and Plumbing (MEP) Engineering Design

Services Indefinite Delivery Contract (IDC)

Solicitation Number: 128065

RFP Issue Date: February 10, 2023

RFP Issuing Office: University of Maryland College Park

Construction & Facilities Procurement

2113, Chesapeake Building

4300 Terrapin Trail

College Park, MD 20742-3111

Procurement Officer: Karen P. Elvidge

e-mail: kelvidge@umd.edu

Project Management: University of Maryland College Park

Pre-Proposal Conference: Friday, February 17, 2023 at 10:00 A.M.

https://umd.zoom.us/j/7727457483

Deadline for Questions: Tuesday, February 28, 2023 at 3:00 P.M.

Technical Proposal Due Date

and Time:

March 16, 2023 at 3:00 P.M.

Proposal Submission Box Link:

https://umd.app.box.com/f/8755093122e345dcb971e4259b8cf1c8

Contract Type: Firm Fixed Hourly Rates

Contract Duration: Two (2) years with three one (1) year options

REQUEST FOR PROPOSAL NO: 128065

Mechanical, Electrical and Plumbing (MEP) Engineering
Design Services Indefinite Delivery Contract (IDC)
University of Maryland College Park

TABLE OF CONTENTS

SECTION TITLE

SOLICITATION SCHEDULE

Section I INSTRUCTIONS TO PROPOSERS

Section II DOCUMENTS

Section III PROPOSALS, EVALUATION AND FORMS

Section IV SCOPE OF WORK

Article 1. General Provisions Article 2. Task Order Process

Section V UMCP FACILITIES CADD GUIDELINES

Additional Attachments

Attachment I Professional Liability Insurance Form

Attachment J Proposal Affidavit

Attachment K Acknowledgement of Receipt of Amendments Form

Attachment L Registration Documentation Form

Attachment M Project Experience Matrix

Attachment N Conflict of Interest Information, and Conflict of Interest Affidavit and

Disclosure

Attachment O Principles of Social Responsibility Information, and Social

Responsibility Affidavit

Attachment P Certification Regarding Investing Activities in Iran

END OF TABLE OF CONTENTS

Section I

INSTRUCTIONS TO PROPOSERS

SECTION I INSTRUCTIONS TO PROPOSERS

A. SUMMARY

- 1. The University of Maryland, College Park, (herein referred to as the "University") is requesting Technical Proposals from engineering firms to provide Mechanical, Electrical and Plumbing (MEP) Design Services to the University of Maryland College Park. The contract will also allow orders to be placed by all institutions of the University System of Maryland and other State and County Agencies.
- 2. For the purposes of this Request for Proposal, any reference to Architect/ Engineer (A/E) shall mean the Mechanical, Electrical and Plumbing (MEP) Engineering Firm.
- 3. It is the intent of the University to award one or more contracts for projects directed through this Request for Proposal. The selection of qualified firms will be based on technical proposal submissions as identified in this solicitation. The selected firm(s) shall provide the required services on an as- needed basis based on task orders placed by the University.

The awarded contracts will be for a period of two (2) years from date of award with the option by the University to renew for three (3) additional one-year periods. The list of required disciplines is as follows and may be provided as a single firm, a joint venture, or as A/E's:

- 1.1 Principal
- 2.1 Project Manager
- 3.1 Mechanical Engineer
- 4.1 Electrical Engineer
- 5.1 Plumbing Engineer

A list of qualifications for the above disciplines is listed in **Section III E.1.5.b**

Note: There may be other disciplines such as Fire Protection, Telecommunications, Civil and Structural Engineering, Architectural, Interior Design, and Cost Estimating that may be sub-contracted as required by individual task orders. Their qualifications are not part of this evaluation, but if required, qualifications of these individuals must be submitted to and approved in writing by the University. In addition, any substitution of personnel during the course of the contract must be requested in advance and approved in writing by the University. All proposed substitutions shall be submitted in writing including a resume in accordance with Section III E.1.5.b, and be approved prior to beginning work. **DO NOT SUBMIT INFORMATION ON THESE AT THIS TIME.**

The proposed individual(s) for each task order must meet the level of qualification(s) as specified within this RFP. Failure to do so may deem the firm as unacceptable.

- 4. The work ordered under the proposed contract will support projects on the University of Maryland College Park campuses and includes both new construction and renovation projects. Although a task order of any size may be issued, the typical fee range for projects is expected to be between \$50,000 and \$100,000. Many of these projects are time sensitive and require project commencement within specified days. Response time will be specified with each scope of work issued. Cumulative annual totals are expected to be estimated at approximately \$500,000.00 with any individual firm.
- 5. The selected firm(s) will be required to provide engineering design services including assessments and studies. Construction administration services such as site inspections, submittal reviews, responses to requests for information and punch list development may also be requested. The required services may include any and/or all of the following:
 - 5.1 Program development, preparation of studies, evaluations and reports
 - 5.2 Schematic design
 - 5.3 Design development
 - 5.4 Construction documents (plans and specifications)
 - 5.5 Design reviews
 - 5.6 Cost estimates
 - 5.7 Project construction schedules estimates
 - 5.8 Cost analysis/value engineering
 - 5.9 Construction bid evaluation
 - 5.10 Construction Administration
 - 5.11 Post Construction
 - 5.12 As-Builts

Some examples of past projects are as follows:

- 6.1 University of Maryland, Eastern Shore Campus conversation of the central steam plant and various individual building heating systems to operate on natural gas as the primary fuel source and no. 2 oil or propane gas as the secondary option.
- 6.2 University of Maryland, Eppley Recreation Natatorium for the renovation of pump room equipment to include renovate equipment and systems in the Pump room. Servicing two existing Olympic size competition swimming pools, the pump room was 26 years old and houses equipment and systems that need to be replaced or repaired.
- 6.3 University of Maryland, Woods Hall HVAC Renovation to complete design documents, bidding and construction of an HVAC upgrade for the ground and first floors. The scope included replacement of the second floor AHU and controls with a system not reliant on steam heat.

B. ISSUING OFFICE:

1. The Issuing Office is:

Department of Procurement and Business Services 2113 Chesapeake Building 4300 Terrapin Trail University of Maryland College Park, Maryland 20742-6050

Attn: Karen P. Elvidge Email: <u>kelvidge@umd.edu</u>

- 2. The Issuing Office shall be the sole point of contact with the University for the purposes of preparation and submittal of proposals in response to this solicitation.
- 3. All questions on this procurement are to be directed to the Issuing Office.

C. <u>PRE-PROPOSAL CONFERENCE</u>:

- 1. A Pre-Proposal Conference will be held via Zoom. All interested firms are encouraged to attend
- 2. Attendance is not mandatory, but is strongly recommended.

D. DUE DATE AND TIME:

1. PROPOSAL DUE: Thursday, March 16, 2023 at 3:00 P.M.

E. LATE PROPOSALS WILL NOT BE ACCEPTED:

Proposals must arrive by the due date and time and uploaded to designated Box Account and identified as RFP No. 128065 for University of Maryland and be designated as Proposal for Professional Services Agreement to provide Mechanical, Electrical and Plumbing Engineering Design Services for the University of Maryland Request For Proposal No. 128065.

F. MODIFICATIONS AND WITHDRAWAL OF PROPOSALS:

Withdrawal of, or modifications to, proposals are effective only if written notice thereof is filed to the Issuing Office prior to the time proposals are due. A notice of withdrawal or modification to a proposal must be signed by an officer with the authority to commit the company.

G. QUESTIONS AND INQUIRIES:

Questions and inquiries shall be in writing and directed to the individual referenced with the Issuing Office above.

H. RIGHT TO REJECT PROPOSALS AND WAIVE INFORMALITIES:

The University reserves the right to reject either all proposals after the opening of the proposals but before award, or any proposal, in whole or part, when it is in the best interest of the University. For the same reason, the University reserves the right to waive any minor irregularity in a proposal.

I. <u>IRREVOCABILITY OF PROPOSALS</u>:

The A/E fee price proposal shall be irrevocable for 120 calendar days from the final fee proposal due date. This period may be extended by written mutual agreement between the Proposer and the University.

J. <u>LICENSES AND REGISTRATIONS</u>:

Proposers must be licensed and registered as required by the Laws of the State of Maryland and shall submit proof of current licensing and/or registration, upon request.

K. ECONOMY OF PREPARATION:

Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's offer to meet the requirements of the solicitation. Detailed submittal information is set forth in Section III.

L. <u>CONFIDENTIAL/PROPRIETARY INFORMATION:</u>

Proposers should give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6 of the Annotated Code of Maryland. Proposals are not publicly opened. Proposers must clearly indicate each section that is deemed confidential, proprietary or a trade secret (it is NOT sufficient to preface your entire proposal with a proprietary statement).

M. MINORITY BUSINESS ENTERPRISE (MBE) PARTICIPATION:

PURPOSE

Minority Business Enterprise firms are encouraged to respond to this solicitation. Minority Business Goals will be assigned to all Task orders over \$100,000.00 with goals and subgoals

assigned to all Task orders over \$200,000.00.

N. ARREARAGES (January 2004)

Section 7-222 of the State Finance and Procurement Article of the Maryland Annotated Code, provides that the Comptroller may not, except under the conditions specified herein, issue a warrant for payment to a person or entity if the person or entity owners \$50 or more to the State, a unit of the State government, or any governmental entity under the control of the State.

By submitting a response to this solicitation, the proposer represents that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that is shall not become so during the term of the contract. Should the proposer have an arrearage in excess of \$50 at any time during the contract, applications for payment submitted by contractor, even if approved for payment by the University, may not be processed by the Comptroller.

O. PROPOSAL AFFIDAVIT:

The Proposal Affidavit included in this package (see Attachment J) must be executed by each responding proposer and submitted with the proposer's technical proposal.

P. JOINT VENTURE PROPOSERS:

If the Proposer is a joint venture firm, the Proposer must provide all identification information for all parties and all requirements for all parties (i.e., licenses, insurance, etc.) as requested. As part of the technical proposal submission, the proposer must identify the percentage partnership for each joint venture party and the responsibilities of each joint venture party with respect to the scope of services/work inclusive of the requirements for each entity based on such services as described in this RFP document.

If the selected A/E is a joint venture firm, all joint venture parties will be held responsible for the contract obligations separately and severally.

Q. eMARYLAND MARKETPLACE ADVANTAGE

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

R. INCURRED EXPENSES:

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

S. MARYLAND PUBLIC ETHICS LAW, TITLE 15

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

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

If the bidder/offeror has any questions concerning application of the State Ethics Law to the bidder/offeror's participation in this procurement, it is incumbent upon the bidder/offeror to see advice from the Maryland State Ethics Commission: 9 State Circle, Suite 200, Annapolis, Maryland 21401, 410-974-2608, 877-669-6085.

The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the bidder/offeror to obtain advice from the State Ethics Commission and may reject a bid or proposal that would result in a violation of the Ethics Law.

The resulting contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the vendor or any State of Maryland employee in connection with this procurement.

T. AWARD:

The successful firm(s) will be required to sign the University's Master Contract (Attachment N). Upon approval by the Board of Public Works, the University shall fully execute the contract with the successful A/E firm(s).

U. ELECTRONIC FUNDS TRANSFER (EFT) (Applies to contracts expected to exceed \$200,000.00)

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

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 exception.

V. FINANCIAL DISCLOSURE

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

NOTE: The financial disclosure form is available under "Public Disclosures" on the following website:

www.sos.state.md.us

W. DEBRIEFING OF UNSUCCESSFUL PROPOSER

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

X.REGISTRATION

Pursuant to §7-201 et. Seq. of the Corporation and Associates Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in the State. Before doing any intrastate business in this State a foreign corporation shall register with the Department of Assessments and Taxation. Note: The registration form is available as "Combined Registration Application" under the "Businesses" heading of the following web site: www.marylandtaxes.com

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

Y. TAX EXEMPTION

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

Z.INSURANCE COVERAGE REQUIREMENTS

1. INSURANCE – ARCHITECT / ENGINEER CONTRACTS (JULY 2014)

A. General Requirements:

- 1. Insurance required to protect the Architect/Engineer ("AE") and the University from liability and all insurance required in accordance with applicable laws and regulations is addressed herein.
- 2. The amount of insurance coverage specified herein shall be the minimum amount of insurance available to satisfy claims. The AE and his subconsultants (as applicable) shall purchase and maintain such insurance with limits of liability as specified herein; or as specified by the Procurement Officer for the project; or as required by law; whichever is greater.
- 3. A policy which allows the costs associated with investigating, management or defense of any claim, or any other cost incurred by the insured or the insurance carrier, to be deducted from the policy limits is not acceptable.
- 4. Required insurance shall be purchased and maintained with a company or companies lawfully authorized to do business in the State of Maryland. Insurance companies providing coverage herein shall have an AM Best rating of A-VII or better. All policies, except Professional Liability, shall name the University of Maryland, College Park as "Additional Insured".
- 5. The AE shall be responsible for the maintenance of this insurance, whether the work is performed directly by the AE; by any subconsultant; by any person employed by the AE or any subconsultant; or by anyone for whose acts the AE may be liable.
- 6. Required insurance policies shall be endorsed to provide thirty (30) days renewal and ten (10) days if cancelled due to non-payment) prior written notice by certified mail of any material change, cancellation or non-renewal and emailed to: PLEASE DO NOT MAIL PAPER COPIES

kelvidge@umd.edu

- 7. Prior to commencement of the work, proof of the required insurance and endorsements shall be provided to the Procurement Officer by submission of certificates of insurance. Updated certificates shall be furnished at least annually and upon renewal of policies. Certificates shall cite the contract number and project title and location. The University may upon written request, demand full certified copies of the insurance policies required under this contract.
- 8. The required coverage shall be maintained until final completion of the project as evidenced by final payment to the AE.
- 9. The AE shall defend, indemnify and hold harmless the University System of Maryland and the University of Maryland, College Park and their respective officers, employees and agents from any and all claims, liability, losses and causes of action which may arise out of the performance by the AE, its employees or agents, of the work covered by this contract.

B. Coverage Required

- 1. Insurance coverage shall include:
 - a. Commercial General Liability ("CGL"): Coverage for general liability claims arising from operations of the AE, subconsultants and suppliers, with terms and conditions of the CGL coverage to be provided through the use of ISO Coverage Form CG-00-01-1001 or its equivalent, and shall include at minimum the following:
 - 1. \$2,000,000 Per Occurrence Limit;
 - 2. \$4,000,000 General Aggregate Limit;
 - 3. \$4,000,000 Products/Completed Operations Limit;
 - 4. Additional Insureds endorsement ISO CG 20 10 and CG 20 37 or their equivalents. As Additional Insured, The University of Maryland, College Park shall have coverage for liability arising out of the Contractors' ongoing and completed operations performed for the University.
 - 5. Waiver of Subrogation in favor of the University of Maryland, College Park.
 - 6. Policy to be primary and noncontributory as respects the coverage afforded the University of Maryland, College Park.
 - 7. No exclusion for X, C and U hazards;
 - 8. No exclusion for third party action over claims;
 - 9. No exclusion for punitive damages;
 - 10. Blanket Written Contractual Liability covering all Indemnity;
 - 11. CGL coverage written on an occurrence form;
 - 12. If the project encroaches within 50 feet of the centerline of a railroad, the policy shall include ISO Endorsement CG 24 17 or its equivalent.
- b. <u>Automobile Liability</u>: Coverage for third party legal liability claims arising from bodily injury and/or damage to the property of others from the ownership, maintenance or use of

any motor vehicle, both on-site and off-site. Coverage shall include all owned, hired and non-owned vehicles for claims arising out of their use or operation. The minimum limits of such coverage shall be:

- 1. \$1,000,000 Combined Single Limit;
- 2. Coverage shall provide a Waiver of Subrogation in favor of the University of Maryland, College Park;
- 3. Coverage shall name the University of Maryland, College Park as additional Insured;
- 4. If the project encroaches with 50-feet of the centerline of a railroad, Coverage shall include endorsement ISO CA 20 70 or its equivalent.
- c. Excess Liability / Umbrella Liability: Coverage for third party legal liability claims against the Contractor that exceed the per occurrence or general aggregate of these underlying policies: General Liability, Employers Liability and Automobile Liability. The minimum limits for such coverage are assigned below, based on the value of the specific agreement under which the Contractor is employed by the University:

Contract Value	Excess / Umbrella Limit
Less than \$10,000,000	\$ 5,000,000 per Occurrence
\$10,000,001 to \$25,000,000	\$10,000,000 per Occurrence
\$25,000,001 to \$50,000,000	\$25,000,000 per Occurrence
Over \$50,000,000	\$50,000,000 per Occurrence
	or as specified by the Procurement Officer.

- 1. The University of Maryland, College Park shall be named an Additional Insured;
- 2. Waiver of Subrogation in favor of the University of Maryland, College Park;
- 3. Policy to be primary and noncontributory as respects the coverage afforded the University of Maryland, College Park.
- d. Workers' Compensation: Coverage for claims arising from Worker Compensation statutes or other Employers Liability or third party legal liability claims arising from bodily injury, disease, or death of the AE's employees. A/E shall provide Workers' Compensation coverage for all employees and require their subconsultants to provide Workers' Compensation in accordance with statutory requirements of the jurisdiction in which the work is being performed. Waiver of Subrogation in favor of the University of Maryland, College Park is required for Part B: Employers Liability. The minimum limits of such coverage shall be:
 - a) Part A: Statutory
 - b) Part B: Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 Disease, Each Employee
 - \$1,000,000 Disease, Policy Limit
- e. AE's Property: The AE, including its employees or agents, assumes sole responsibility

for its own rented, leased or owned equipment and tools, including all property. The University, its employees and agents are not obligated to the loss of such property. A Waiver of Subrogation is required in favor of the University of Maryland, College Park.

- f. Optional Coverages: The following optional coverages may apply. If required, these provisions will be specified in the solicitation by the Procurement Officer:
 - 1) Pollution or Environmental Liability coverage.
 - 2) Projects in/around navigable waterways require United States Longshore and Harbor Workers (USL&H) coverage endorsement <u>WC 00 01 06 A</u> or its equivalent.
 - 3) Jones Act coverage endorsement WC 00 02 01 A and WC 00 02 03 or their equivalents.

g. <u>Professional Liability</u>:

The Architect/Engineer ("AE") shall obtain and maintain from and after the date of the Contract the following insurance: Professional Liability ("PL") Insurance on an occurrence basis to protect the University against liability for errors and omissions in design work performed by the AE or any member of the AE's team providing professional architectural and engineering design services. Coverage limits are required as follows (unless otherwise specified by the Procurement Officer):

Project Construction Cost	PL Coverage Required
Under \$10,000,000	\$2,000,000 per occurrence
\$10,000,001 - \$50,000,000	\$5,000,000 per occurrence

Project Construction Cost	PL Coverage Required
\$50,000,001 - \$150,000,000	\$10,000,000 per occurrence
Over \$150,000,001	\$20,000,000 per occurrence

- 1. The AE shall furnish evidence demonstrating the limits of coverage stated above are available and unencumbered by previous losses on the policy. If during execution of the contract, the available limits in aggregate fall below 50% the AE shall notify the University, and take action to restore the limits to the required level.
- 2. Deductibles shall be the responsibility of the AE and may not exceed \$25,000 without approval of the University.
- 3. There shall be no exclusion for environmental claims arising out of the performance of professional services.
- 4. Firms performing work under a Joint Venture agreement must furnish evidence in the form of an endorsement by the insurer the Joint Venture is insured under the policy.
- 5. If the policy is written on a Claims Made basis, the insurance must be maintained for a period of no less than 10 years after the project is completed, and the retroactive date must be listed as prior to, or on the date the contract is executed. If the policy is to be cancelled, non-renewed or not replaced prior to the 10 years, an Extended Reporting

Period (Tail) must be purchased to contemplate the exposures past the cancellation date.

AA.TERMINOLOGY

1. References in this RFP to the Engineer, Construction Manager, Proposer and any other person or persons made relative to the singular person, male gender (e.g. "he", "him", "his", etc.) are intended only as generic terms relative to number and gender and are employed solely to simplify text and to conform to commonly used specification language.

BB.DEFINITIONS: Defined below are some of the terms used in this RFP:

A/E: The engineer

The agreement between the University and the engineer. Agreement:

Client: The department, school, and/or university that will occupy

the Project's facilities, and its faculty and staff.

Construction Manager or CM: The firm hired by the University to provide construction

management services inclusive of preconstruction services

and construction of the project.

Contract: The agreement between the University and the engineer.

Contractor, the engineer

referred to this RFP: The Architect/Engineer

Construction Documents: Drawing and specifications produced by the A/E for the

construction of the Project.

Design Team: The engineer and its consultants.

Offeror or Proposer: The Engineering firm responding to this solicitation.

Project Team: The University, the client, the engineer, the engineer's

consultants, the construction manager, and others as may be

included by the University.

Subcontractor or Subconsultant Consultants contracted to the engineer as referred to in this

RFP:

Substantial completion: Date that the Project can be occupied or used for its

intended purpose. Only minor punchlist items remain.

University: University of Maryland College Park

CC. PROCUREMENT FROM MARYLAND CORRECTIONAL ENTERPRISES

The University is required by State law and regulation (Ref: COMAR 21.11.05) to procure supplies and services from designated selling entities whenever possible. If the scope of this agreement includes a requirement for the A/E to recommend or specify items of furniture for the project, the A/E shall specify products offered by Maryland Correctional Enterprises (MCE). If a product with particular specifications is required that MCE cannot provide, the AE must submit a written waiver request to MCE for that product. MCE will provide the approval/disapproval of waiver request to the University representative designated for this project. Specifications of products from alternate sources will not be accepted without a waiver from MCE.

DD. MARYLAND LAW PREVAILS

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

END OF SECTION I

RFP 128065 Rev 11/15

Section II

DOCUMENTS

SECTION II DOCUMENTS

A. Contact Documents

- 1. The contract includes this Request for Proposal for Mechanical, Electrical and Plumbing Engineering Design Services, including Attachments.
- 2. The Proposer by submitting a proposal in response to this solicitation agrees that, if awarded the Contract, it, as Design Firm, will be bound under the Contract to all the terms and conditions thereof.
- 3. The Scope of Work for each project will be issued with each Task Order.
- 4. The following separate documents will be made a part of each Task Order by reference herein:
 - 4.1 The DGS (Department of General Services) Procedure Manual for Professional Services.

Edition: July 2019 (Interim Revision January 2022)

Website https://dgs.maryland.gov/Documents/ofp/Manual.pdf

Manual is at top right corner of web page, and includes Part I, Part II, and Part III.

4.2 University of Maryland Design Criteria / Facilities Standards Manual.

Edition: 2021

.

Website:

https://facilities.umd.edu/services/design_criteria_facilities_standards

4.3 Maryland Building Performance Standards (MBPS):

Edition: March 2019

Website: https://www.dllr.state.md.us/labor/build/buildcodes.shtml

Project Documentation and Reproduction during Construction:

The project team will utilize the University of Maryland FM Department of Planning & Construction (UMCP/FM P&C) Project Management software to process, review and approve project documentation during design and construction. Reports and Documents shall be submitted electronically in PDF format, except for hardcopies required for submission to agencies or authorities having jurisdiction.

B. SET OF DOCUMENTS AVAILABLE TO PROPOSERS: N/A

C. AVAILABLE RECORD DOCUMENTS

- 1. As applicable for each task order and upon request, the University will make available to the Proposers any available record drawings, utility plans, and other data pertinent to existing conditions to the extent that such material is available. The University offers no assurances that such drawings, property description, or other data are accurate, current or complete. It is the AE's responsibility to investigate and confirm existing conditions.
- 2. Such documents must be used, or copied, at the University's Department of Facilities Management office or the location where they are provided. The Proposers shall assume the responsibility for cost of reproduction as well as replacing any damaged documents.

END OF SECTION II

Section III

PROPOSALS, EVALUATION AND FORMS

SECTION III PROPOSALS, EVALUATION, AND FORMS

- A. SELECTION PROCEDURE FOR MECHANICAL/ELECTRICAL/PLUMBING ENGINEERING DESIGN SERVICES.
- 1. Selection of the A/E is governed by <u>University System of Maryland Procurement Policies and</u> Procedures, Section V. J. Architectural and Engineering Services. (Rev. July 1, 2016)
- **B. SUMMARY OF PROPOSAL SUBMITTALS**: The four (4) phases of the solicitation process consist of the following:
 - 1. Technical Proposal Phase:
 - 1.1 Initial Phase Technical Proposal: All interested Proposers are required to submit a written Technical Proposal. The Technical Proposal must be submitted to the Issuing Office by the due date stated in the Solicitation Schedule. The Technical Proposals will be evaluated by a Qualification Committee established by the Procurement Officer, which includes representatives from the University. The Qualifications Committee will assign a rank to each one and select a short-list of firms who will be invited to participate in the second phase of the technical proposal phase.
 - 1.2 Second Phase Technical Proposal: At the sole discretion of the University, short listed firms may be invited to participate in an interview/oral presentation. Information gathered from written Technical Proposals and from interviews/oral presentations will be evaluated by the Qualification Committee to establish another short-list of firms invited to participate in the fee negotiation phase.
 - 1.3 The University reserves the right to visit Proposer's place of business during the Technical Proposal Phase, if such a visit is deemed necessary by the Qualification Committee to evaluate the A/E's capabilities as stated in its proposal.
 - 2. Price Proposal/Negotiation Phase:
 - 2.1 Once the list of candidate firms has been established by Qualification Committee, which includes representatives from the University, the firms will be requested to submit hourly rates for disciplines as specified in the solicitation and mark-up on subconsultants. The University will review the proposed rates to determine if they are acceptable. Firms whose rates are not acceptable will be given one opportunity to negotiate. If the Negotiation Committee and the firm are unable to reach an agreement, the firm will be deemed ineligible for award. If the rates are determined to be acceptable, the firm(s) will be recommended for award. All rates will remain firm for a period of two (2) years from date of award. For option year renewals, the University will consider adjustments on labor rates only based upon wage increases in the

Consumer Price Index (CPI), as published by the Bureau of Labor & Standards. Increases in excess of five percent (5%) will not be considered. All firms will be required to provide this information at the time of any rate increase request.

2.2 The University reserves the right to require, during proposal evaluation, that the Contractor provide a copy of its most current Annual Report or audited Statement of financial condition to include a Balance Sheet, Income Statement, Cash Flow Statement, and audited overhead rates, or other acceptable financial information.

3. Review Phase:

3.1 The Procurement Officer will review the rankings of the short listed firms and the final fee negotiations. The Procurement Officer shall proceed to the fourth and final phase.

4. Award Phase:

4.1 The Procurement Officer will perform all required due diligence and prepare the University's Indefinite Delivery Contract Agreement for Architectural/ Engineering Services for signature by the A/E firm. Upon approval by the Board of Public Works, the Procurement Officer will execute the Agreement on behalf of the University.

C. FIRST PHASE TECHNICAL PROPOSAL SUBMITTAL

2. The technical proposal shall be submitted electronically via the Box Link:

The subject title should state the proposer's name, RFP number, and the project name prominently displayed, together with the words, "TECHNICAL PROPOSAL".

D. TECHNICAL PROPOSAL FORMAT

- 1. Failure to include any of the items listed below may result in a determination by the Procurement Officer that the Proposer in not reasonably susceptible of being selected for award.
- 2. Order of proposal: Compile the Technical Proposal in the order shown below, with tabs.
 - 2.1 Standard Form 330, Part I, Contract Specific Qualifications, and additional information requested in this RFP.
 - 2.2 Standard Form 330, Part II, General Qualifications.
 - 2.3 Required Forms
- 3. Standard Form 330, Extra Pages for Part 2 of SF330, Extra Section E for SF330, and

Extra Section F for SF330 are available on the General Services Administration's website: http://www.gsa.gov. Click on "Federal Forms," and select "Standard Forms."

- **E. TECHNICAL PROPOSAL CONTENTS:** Describe in detail and provide evidence supporting the qualifications requested below:
 - 1. STANDARD FORM SF330, Part I, Contract Specific Qualifications: Submit form completing all sections and following the form's instructions. Provide information detailed below:
 - 1.1 Section A, Contract Information.
 - 1.2 Section B, Architect-Engineer Point of Contact.
 - 1.3 Section C, Proposed Team.
 - 1.4 Section D, Organizational Chart of Proposed Team. Include the following information:
 - a. Each firm's name, and discipline or specialty.
 - b. Each key person's name, role, and discipline or specialty.
 - c. The managerial relationships among the persons and/or firms.
 - d. Provide a written description of the proposed contractual relationships among the firms. If the proposal includes more than one engineering firm or a joint venture, identify the proposed general scope of work of each engineering firm.
 - e. Provide a summary or matrix of prior working relationships among proposed team members.
 - 1.5 Section E, Resumes of Key Personnel Proposed for this Contract (note: the evaluation committee will only evaluate one (1) resume for each key personnel position).
 - a. Key Personnel: Submit resumes and experience for the following:

Principal
Project Manager
Mechanical Engineer
Electrical Engineer
Plumbing Engineer

- b. Qualification Requirements for Key Personnel:
 - 1) Principal: Senior level position from proposing A/E firm (such as Vice President) who will oversee the work from an executive level and to whom the Project Manager directly reports.
 - 2) Project Manager: Professional, licensed Architect or engineer from the proposing A/E firm who is responsible for the management of the design professionals (i.e., Architect, Mechanical Engineer, Electrical Engineer, etc.) and the completion of the awarded "task orders." Minimum seven (7) years of experience.
 - 3) Mechanical Engineer: Licensed professional engineer who is responsible for directing the mechanical design work and assigning personnel to individual task orders. Minimum seven (7) years of experience in design of HVAC systems.
 - 4) Electrical Engineer: Licensed professional engineer who is responsible for directing the electrical design work and assigning personnel to individual task orders. Minimum seven (7) years of experience in design of electrical power and lighting systems.
 - 5) Plumbing Engineer: Licensed professional engineer who is responsible for directing the mechanical design work and assigning personnel to individual task orders. Minimum seven (7) years of experience in design of plumbing systems.
- c. The proposed key personnel shall be located in the office or branch office which is proposed to perform the work.
- d. Regarding the consultants' key personnel, the Proposer shall submit the resume for the individual that will attend design meetings, serve as the day-to-day contact person for the project team, and provide the design for a particular discipline.
- e. Personnel Commitment: By submitting the names of these key personnel for consideration, the Proposer is committing these people to the University if awarded the Project. No personnel changes will be permitted without written authorization from the University via a contract modification issued by the Department of Procurement and Business Services.

- 1.6 Section F, Example Projects Which Best Illustrate Proposed Team's Oualifications for this Contract
 - a. Submit previous projects whose construction is substantially complete, and whose date of substantial completion is less than seven (7) years ago and prior to the issue date of this solicitation. Limit each project to one page. Submitted projects shall have been designed or managed by the firm's branch office that is proposed to design or manage this contract. Include the following information for each project:
 - 1) Project name and location.
 - 2) Owner's name, contact person and phone number.
 - Names of the prime firm and consultants, and the submitting firm's role on the project.
 - 4) Type of project (new, addition, renovation, etc.).
 - 5) Project delivery method.
 - 6) Construction start and completion dates.
 - 7) Construction cost.
 - 8) Gross square footage.
 - 9) A brief project description.
 - b. Additional consideration will also be given if the key person's role is the same for both this Project and the submitted project. Additional consideration will also be given to submitted projects with the following characteristics:
 - 1) New or renovation projects with a construction cost of \$1 \$5 million.
 - 2) Projects that with the result of capital improvement program or provided rehabilitation or restoration of existing utility infrastructure
 - 3) Projects that included a building system assessment phase.
 - 4) Projects for existing facility renovations with construction cost of less than \$1 million.
 - 5) Projects firms served as third party or peer review of construction documents from program development to the issued for construction submittal.
 - 6) Projects which demonstrate the prime firm's experience in higher education environments, which include classrooms, lecture halls, offices and teaching laboratories.
 - 7) Projects in renovation/adaptive reuse and/or new work projects of a university/institutional nature.
 - 8) Projects which involve renovation of spaces within occupied buildings.

- c. Provide summary of submitted projects on Attachment M, Project Experience Matrix.
- d. Proposed Mechanical/Electrical Engineer (MEP): Submit three (3) projects designed by the proposed MEP that meet the following criteria:
 - 1) At least one (1) shall be a new building with a mechanical/electrical construction cost exceeding \$100,000.00.
 - 2) At least one (1) project shall be a renovation project.
 - 3) Should the Mechanical Engineer and Electrical Engineer be from separate engineering firms, each firm shall submit three (3) projects meeting the criteria indicated above.
 - 4) The proposed engineer is the engineer of record for the submitted projects.
- 1.7 Section G, Key Personnel Participation in Example Projects: Provide matrix depicting key personnel identified in Section E, role on the example projects, and proposed role(s) in this contract.
- 1.8 Section H, Additional Information: Provide a Summary of Qualifications, a written description of why the Proposer is most qualified and skilled. This should be objective and limited to not more than four typewritten pages. Explain the following:
 - a. The anticipated roles and responsibilities of the proposed Project Manager along with tools and processes for project management, communication, and organization and documentation of information with an emphasis on renovation projects in occupied buildings. Tools and processes for control of the quality of the construction documents, including document coordination and checking prior to submission to the University, incorporation of University comments and other project data, and integration of Building Information Modeling.
 - b. The Prime Engineering firm shall state in a clear, concise manner its interpretation and plan approach in the design and implementation of Indefinite Delivery Contracts (IDC) projects and the anticipated roles and responsibilities of the proposed Project Manager and Principal. In particular, the firm shall demonstrate its ability to respond rapidly to undertaking numerous concurrent projects of varying size and complexity and how previous experience applies to this Indefinite Delivery Contract.
 - c. At a minimum the firm shall describe recent past experience on professional services with government agencies, academic institutions or

research/technology institutions. The firm shall also describe its approach to problem solving, and its understanding of the interaction required with clients (University faculty, staff and students) and project managers during the design and construction process.

- d. The Prime engineering firm shall demonstrate experience in design in both new and renovation projects; the ability to interface existing conditions with new construction, and the ability to handle projects of varying sizes (small to large).
- e. The firm shall note its ability to control the design schedule and to respond quickly to issues raised by design reviews. The firm shall also discuss its approach to project cost estimating and describe its method of conducting value analysis if the project is outside of the design to budget.
- f. The Prime Engineering Firm may be contacted to provide construction administration services. The firm shall also highlight experience in providing construction administration and inspection services, focusing on change order management and the ability to respond rapidly to problems that develop during construction.
- g. Quality Control provide the firm's method of quality control within the study process to preclude errors. In particular, the firm shall discuss its management approach to Quality Control and detail the interrelationship of management and study team components in these projects. The firm shall also provide a description of the specific quality control procedures that will be used during the implementation of this contract.
- 2. STANDARD FORM SF330, Part II General Qualifications: Submit form for each proposed firm and proposed branch office, completing all sections and following the form's instructions. For Item 9, Employees by Discipline, if a person spans disciplines, the disciplines should be clearly noted with partial times indicated (i.e., ½ project manager and ½ engineer, etc.).
- 3. REQUIRED FORMS: Submit the following forms with the Technical Proposal:
 - a. Professional Liability Insurance Form (Attachment I)
 - b. Proposal Affidavit (Attachment J)
 - c. Acknowledgement of Receipt of Amendments (Attachment K)
 - d. (if applicable)
 - e. Registration Documentation Form (Attachment L)
 - f. Project Experience Matrix (Attachment M)
 - g. Conflict of Interest Information and Disclosure (Attachment N)
 - h. Social Responsibility Affidavit (Attachment O)
 - i. Certification Regarding Investment Activities in Iran (Attachment P)
- 4. The evaluation order of importance of the requirements above is as follows:

- a. Similar projects and summary of qualifications included in SF330 Part I, team resumes, and past experience as prime or joint ventures have the greatest weight.
- b. SF330 Part II, capability of size of firm in relation to the size and complexity of the Project, general competence (including consultants), and consultants' past experience have the second greatest weight.
- 5. Required Forms must be included. Failure to submit information required on Required Forms will cause a Proposer's submission to be rejected. Required Forms are provided as Attachments to this RFP.

F. TECHNICAL PROPOSAL REFERENCES:

- 1. The University reserves the right to visit the Proposer's place of business during the Technical Proposal Phase, if such a visit is deemed necessary by the Qualification Committee to evaluate the A/E's capabilities as stated in its proposal.
- 2. The University may contact the references for the projects submitted as "Example Projects Which Will Best Illustrate Proposed Team's Qualifications for this Contract". Proposers are advised to verify the accuracy of the reference contact information before submitting the proposal. The University will hold the contact information in strict confidence.
- 3. The University also reserves the right to check other reference sources at it sole discretion, including sources not identified by the proposer, to verify the information provided in the proposal. The University may also consider the performance of the proposer on any/all projects performed for the University prior to submittal of this proposal, including ongoing. Active projects, whether identified by the proposer or not.

G. INTERVIEW/ORAL PRESENTATION

- 1. At the sole discretion of the University, short listed Proposers may be required to appear before the Qualification Committee for an oral presentation.
- 2. The University reserves the right to waive the Interview/Oral Presentation. Selection of the candidate firm may be based on the First Phase Technical Proposal alone, or on the written materials provided in the First and Second Phase Technical Proposals combined. Proposers are therefore encouraged to submit the best possible proposal at each opportunity for submittal.
- 3. The due date and time of the oral presentation will be determined by the University upon completion of the evaluation of Technical Proposals. The actual date will be verified with the applicable Proposers at the time the presentation is requested. Refer to the Solicitation Schedule for tentative dates. Proposers are advised to set these dates aside so as to avoid a conflict.

- 4. The purposes of the oral presentations are as follows:
 - 4.1 Allow the University to meet the Proposer's key personnel.
 - 4.2 Discuss the qualifications and skills of the proposed design team, and discuss how the team's experience can be applied to this contract.
 - 4.3 Discuss understanding of Indefinite Delivery Contract; discuss project management and quality control tools and processes.
 - 4.4 Address specific questions.
- 5. The oral presentation will be informal, as the University is not interested in a marketing presentation, rather, a casual and informal format with the proposed design teams invited to an oral presentation is requested.
- 6. Each of the Proposers invited to an oral presentation shall have the following key personnel attend:

Principal
Project Manager
Mechanical Engineer
Electrical Engineer
Plumbing Engineer

7. The criteria and format of the oral presentation will be provided with the written request to conduct an oral presentation.

H. EVALUATION OF PROPOSALS

- 1. The University's Qualification Committee will conduct an evaluation of the First Phase Technical Proposals. Proposers will be ranked and a short-list of the most highly qualified Proposers will be recommended to the Procurement Officer to advance in the solicitation process. The Procurement Officer will review the rankings and the recommended short-list and, upon approval, will notify Proposers of the results of the evaluation.
- 2. As mentioned above, short-listed firms may be invited to give an Oral Presentation to the University's Qualification Committee. If the University elects to require Oral Presentations, final rankings of proposers will be based on the combined ratings from technical evaluations and oral presentations. Final ranking will be determined on the basis of Technical Proposals and Oral Presentations as applicable.
- 3. All Proposers will be notified by the Procurement Officer regarding final ranking.

I. FEE PROPOSAL AND NEGOTIATIONS

- 1. The Proposers ranked the highest shall submit a detailed hourly rate schedule for disciplines as specified in the solicitation, including designer support for each discipline, and mark-up on subconsultants.
- 2. Negotiations will be conducted between the candidate firms and the University's Negotiation Committee.
 - 2.1 If the Procurement Officer determines that a satisfactory contract cannot be negotiated, the negotiations shall be terminated.
- 3. Upon successful completion of negotiations, the University will proceed with the Contract award.

END OF SECTION III

RFP NO. 128065 Rev 11/15

Section IV

SCOPE OF WORK

SECTION IV SCOPE OF WORK

GENERAL PROVISIONS ARTICLE 1

1. **CAPACITY**

The Design Firm shall maintain an adequate staff to provide the services required herein in the professional quality and timeliness mutually agreed upon. The A/E shall utilize the same number of personnel with the same qualifications for the duration of each project consistent with the A/E's qualifications and technical proposal originally submitted for the solicitation. At the sole discretion of the University, if the A/E fails to maintain the adequate staff, the University may permanently eliminate the A/E from the ranking list.

2. **ADD ALTERNATES**

If requested by the University, the A/E shall include Add Alternates incorporated into the design. The estimated value of the Alternates shall equal ten (10) percent of the "design to" cost, unless otherwise instructed by the University.

3. **SCHEDULE**

The University and the A/E shall mutually agree upon the schedule for design completion on each work effort. The work schedule for inspection, testing and reporting requirements shall be consistent with the contract documents or schedules established by the University. The failure of the A/E to complete work assignments within the time specified to the University's satisfaction may cause the University to eliminate the A/E permanently from the ranking list.

4. **PAYMENT**

Unless the University indicates that billing is to be by a single invoice, the A/E may submit invoices monthly in one (1) copy to the University and each invoice shall include the following: Project number, amount to be billed to each Task Order Release and its number, the total price of the contract including any change orders, the amount previously billed and the amount due on that invoice; and the A/E's FEI number. Note: For campuses other than College Park, specified invoice instructions will be indicated on each task order. (A copy of the invoice may be submitted to the University of Maryland, College Park, Maryland).

5. **PROPERTY OF THE UNIVERSITY OF MARYLAND**

All documents which are prepared by the consultant and form a part of the required services shall, upon completion of the drawing, become the property of the University of Maryland and shall be delivered to the University. The consultant shall be responsible for the protection and/or replacement of any Contract Document in his/her possession. The University shall receive all original drawings and the consultant shall retain a reproducible copy. All such

documents, as instruments of personal professional services, are not to be used by the University of Maryland on any other project unless the University of Maryland, prior to such use, executes and delivers to the consultant an agreement in writing absolving, releasing, indemnifying and saving harmless the consultant for any such use or provides the consultant appropriate compensation and the right and opportunity to determine the feasibility and propriety of any such intended use.

6 BINDING PARTIES

The benefits and obligation hereunder shall insure to be binding upon the parties hereto and their respective successors, provided any such successors to the consultant, whether such successors be an individual, a partnership or a corporation, is acceptable to the University, and neither this agreement nor the services to be performed hereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or part, except with the prior written consent of the University.

7. UNIVERSITY FURNISHED DATA

All information, data, reports, records and maps as are existing and identified by the consultant, available to the university without significant cost, and necessary for the carrying out of the work, shall be furnished to the consultant without charge by the University. The University shall cooperate with the consultant in every way possible in the carrying out of the planning work; providing, however, that the needs of the consultant for each support are made known to the University within a reasonable time and are not inconsistent with other project schedules and turnover time commitments. The University will not provide clerical assistance to the consultant for this project and University personnel will not be asked to undertake surveys, analyses, tabulations, summaries, etc., of consultant produced data or documentation. However, University employees are free to participate in consultant conducted surveys as questionnaire recipients or survey groups for the purpose of providing information and opinions.

8. **DRAWING REVIEWS**

The University will conduct reviews and provide comments on drawings and specifications at the normal event times, i.e., schematics, design development, 50% construction documents, 95% construction documents 100% construction documents unless otherwise instructed by the University.

9. **REPRODUCTIONS**

The consultant will deliver to the University the originals and electronic pdfs of the reports, and specifications complete and ready for reproduction. Reproduction of documents for review, will be by the University and at its expense.

10. **DEFECTIVE WORK**

The performance of services and University acceptance of required reports shall not relieve the consultant from the obligation to correct any defective work, whether previously or subsequently noted, and all incomplete, inaccurate or defective work shall be remedied by the consultant on demand and at no cost to the University. Defective work may be defined but not limited to such matters as erroneous tabulations, incomplete surveys, maps or reports and incorrectly assembled reports, plans, specifications, etc., which is caused by error or omission.

TASK ORDER PROCESS ARTICLE 2

1. Method of Assignment:

- a. Projects will be initiated by project requisition. The University will provide, in writing, an outline of the required services for an individual work effort to be assigned to the firm, and the desired "design to" cost for the project. Desired completion time will also be specified. The consultant will, within a reasonable time but not in excess of seven (7) calendar days, provide a written proposal which shall include a description of the services to be provided, proposed time for completion of the required services, acknowledgement of the "design to" budget, and personnel to be employed on the assignment, to include their number of hours by discipline. There may be times when a faster turn-around time is required and times when the turn-around time will be longer. Any deviations will be noted on the project requisition.
- b. Task orders will normally be awarded on a rotating basis beginning with the number one ranked firm. Once the task order process has been initiated with a firm in the normal rotation, the next opportunity for task order award will go to the next firm in the rotation unless the University finds that:
 - 1) The firm is unable to perform the assignment per the regulations,
 - 2) The hours or fees proposed by the firm for the services needed cannot successfully be negotiated to an amount the University considers fair and reasonable,
 - Another firm has special experience or qualifications, including geographic proximity to the site for which services are needed, that make it in the University's best interest to give the assignment to the other firm, or
 - 4) Assignment to another firm would tend to balance to a greater extent, among firms on the IDC list being used, the fees paid or payable for work assignments previously issued.
- c. Notwithstanding the provisions of sub-paragraph b., the University reserves the right to reject any proposal for a project assignment and to have the services

performed by others. Additionally, should a firm decline to submit a proposal, it will lose its turn in rotation. Declining more than once may be cause for removal from ranking list.

- d. Each project requisition requires the design firm to propose a price with the understanding that the A/E shall perform all tasks and work necessary and incidental to bring the work to the appropriate level of completion as mutually agreed upon.
- e. The price proposal shall be negotiated and a task order awarded by the Procurement Officer on the basis of a lump sum fee for basic and special services as applicable. Except where mutually agreed upon, reproduction cost will be a reimbursable item. Upon agreement of a fee, the scope of services required, and the time for completion of the project, the parties will execute a task order reflecting all terms agreed upon.

The Consultant's proposal shall be broken down to show proposed hours for each discipline/employee to be assigned. Hourly rates shall then be applied to show extended cost for each discipline/employee and total cost for the task assigned. Note: An estimate of all reimbursable items must also be included and any reimbursable items must be in compliance with the University rates--see website: www.dbs.umd.edu/travel/policy/umtravel

END OF SECTION IV

RFP 128065 Rev 11/15

Section V

UMCP FACILITIES CADD GUIDELINES

Contract Requirements for AutoCAD File Submission and Drawing Format Requirements

As a requirement for the A/E to meet their contractual obligation to the university, the A/E will also be required to provide the university with CAD drawings in accordance with the following guidelines. These provisions will apply to drawings of all professional disciplines. Drawing files will be submitted to the Facilities Asset Inventory Section for CAD development compliance and archival storage through the University's Project Manager.

- A/E drawings will be completed in an AutoCAD Release not more than two releases below the latest version and in accordance with the university's DCFS Manual, the CSI's Uniform Drawing System (UDS), applicable university CAD drafting standards and any updates to these documents effective prior to contract signing. The application of these references will be reviewed with A/E's prior to final design contract signing. The currently available versions of the above documents will be attached to the contract requirements by reference.
- Use of the National CAD layering guidelines, as developed by AIA and CSI and distributed by NIBS, are included as a contract requirement for this project. These documents are included in the contract by reference. These guidelines will be the standard drawing format reference for CAD layering except as modified in applicable university CAD Standards. If for any reason drawings are developed in another CAD system, the layer names will be converted to appropriate layer names and colors in accordance with these guidelines prior to submission to the university. Layer designations using numerical characters only, other than zero, are not acceptable.
- Sheet layouts will utilize University of Maryland standard borders provided by the university and with room for incorporating A/E Logos. Sheet layouts will utilize UDS formats.
- Sheet layouts will have borders developed as layouts (in paperspace). Model space will be used only for the full scale drawing floor plan or site plan in appropriate units (decimal feet for site plans).
- All drawings will be developed in full-scale format (e.g., one foot = one foot) and will be maintained as an integrated whole with individual drawings plotted using paper space. If drawings must be developed without the use of paper space, a master file will be maintained as an integrated file, with copies of project segments made as necessary for plan development. An entire site plan or floor plan will be included in the project file as a separate drawing if not in the contract drawings as a separate sheet.
- All drawings for bid documents will be completely drawn in CAD. No manual drafting will be permitted except signatures.
- Site drawings will be developed in Maryland State Plane Coordinates (NAD 83 or later) with a minimum of three (3) grid references shown on each site sheet. The drawings will be maintained in the project coordinate system and rotated, if necessary, in paper space.

- The filenames of submitted files will be cross-referenced with plan sheet numbers and sheet title and the sheet name will preferably be reflected in the file name. When the file name does not reflect the sheet name a file/drawing name cross-reference listing will be provided in a word processor file to the university at the completion of the project. This can be a copy of the sheet index with the file name added. (Note: If the file names reflect the sheet number the cross reference listing is not needed)
- More than one sheet layout will not be included in the same file unless they are formatted in separate layout names and a cross reference file of sheet name/filenames is included. Again, drawings will not be set up within borders in model space.
- All project CAD files shall be submitted electronically or on CD's, at the 100% construction document stage and at the completion of the as-built phase of the contract. See the information below regarding site development record drawings.
- A sample drawing for each type of design drawing by discipline will be submitted to the university by the fifty (50) percent stage of completion for review of conformance with the above standards.
- All fonts or linetypes preferably will be standard AutoCAD entities. If non-standard entities are used, the unique font and line definitions will be provided to the university at the end of the project. The university will supply definitions of non-standard fonts and linetypes in use by the university when required.
- Contract drawings and referenced drawings will be provided in an integrated file reference structure so that the university will not have to re-reference the drawings. Referenced drawings that are to be permanently integrated into a drawing must be "inserted" as a block, not "bound". If for some reason they are "bound", the layer names will be cleaned up to eliminate reference to Xrefed files before submission to the university.
- The A/E will provide a field survey as-built CAD drawing of the total work site including all topographic features and a contour drawing with one (1) foot contour intervals and appropriate "spot" elevations. This survey will include all utility structures and text notations of all surface features such as trees, walks, curbs and other significant topographic elements. This survey will be provided immediately after completion of the project.