



UNIVERSITY OF
MARYLAND

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

REQUEST FOR PROPOSALS (RFP)
SOLICITATION NO. 139589

Issue Date: November 15, 2023

**On-Call Campus Window Cleaning
& Off Campus Locations**

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

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

Request for Proposal: On-Call Campus Window Cleaning

Solicitation Number: 139589

RFP Issue Date: Wednesday, November 15, 2023

RFP Issuing Office: University of Maryland College Park
Construction & Facilities Procurement
2113-R, Chesapeake Building
4300 Terrapin Trail
College Park, MD 20742-3111

Procurement Officer: Leslie Mauck
Phone: 301-405-5830
e-mail: lsiciak@umd.edu

Project Management: Andrew Espeseth, Facilities Management
Pat Rhodes, Residential Facilities

Proposals are to be sent to: <https://umd.app.box.com/f/ce5fb5d73e9f4af7adbd622d4a1cc4c>

Pre-Proposal Conference: Tuesday, November 28, 2023 at 10:00 a.m.
<https://umd.zoom.us/j/7727457483>

Deadline for Questions: Friday, December 8, 2023 at 3:00 P.M.

Proposal Due Date and Time: Tuesday, December 19, 2023 at 3:00 P.M.
University of Maryland College Park
Department of Procurement and Business Services
2100, Chesapeake Building
4300 Terrapin Trail
College Park, MD 20742-3111

Contract Type: Firm fixed price

Contract Duration: **Two (2) years**

SBR Designation: No

Federal Funding: No



UNIVERSITY OF MARYLAND

**ATTENTION ALL
CONTRACTORS/SUBCONTRACTORS**

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

REPORT KNOWN OR SUSPECTED VIOLATIONS TO:

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

**MBE HOTLINE
301-405-6055**

Examples of MBE Fraud Include:

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

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SECTION 00100

INSTRUCTIONS TO PROPOSERS

SECTION 00100

INSTRUCTIONS TO PROPOSERS

A. OBJECTIVE

1. The objective of this Request for Proposal (RFP) is for the University of Maryland, College Park (herein referred to as the University of UMCP) to select one or more On-Call Campus Wide Window Cleaning Contractors to provide all labor, materials equipment and supervision for projects on and “as needed basis” for projects for the University of Maryland College Park and its Service Center locations limited to UMCP and USM Service Centers area. For purposes of this procurement and the resulting contracts, the meaning of “on-call” is as follows: The Contractor (s) are to be available (on call) as projects arise to provide window cleaning services for UMCP; the University cannot, however, forecast what the frequency of use will be.
2. The successful contractor(s) will furnish all labor, materials, equipment, supplies, supervision and other resources as required for On-Call Campus Window Cleaning. Examples of work: High rise and lower level academic buildings (i.e. Clark Hall, Chemistry bldg. residential high rises). Cleaning windows in buildings over 3 floors and would cover cleaning exterior windows and high reach interior entrance glass and not limited to, double-hung, fixed and casement windows and interior windows of stairwells and high work areas.
3. All work performed under this contract shall be in accordance with the University of Maryland, College Park General Terms and Conditions of the Contract (PUR-046, 10/14, Rev.) as supplemented by the contract drawings, technical specifications, any amendments, supplementary conditions and, other components/sections of the contract documents as listed herein.
4. The initial contract is to be for a period of two (2) years from date of award. The University retains, at its sole discretion, the right to renew any resulting contract(s) for three (3) additional one-year periods, under the same terms and conditions of the original contract except as follows:
 - a. Labor rate increases may be negotiated only at the time of renewal. Written notice of the University’s intention to renew will be given approximately ninety (90) days prior to the expiration date of each contract period.
 - b. If the University elects to exercise the option to renew the contract for any additional successive one-year period, any requests for adjustments

to contract price(s) for the additional one year shall not exceed the current contract increased/decreased by no more than the percentage increase/decrease of the “All Urban Consumers (Current Series)” for Washington All Items (DC-VA-MD-WV) of the CPI-U Section of the Consumer Price Index (Series ID:CUURS35ASA0) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. Increase shall not exceed 5% for any annual increase.

5. The University anticipates making multiple awards to GC’s. If Board of Public Works approval is needed for award, the Contractor(s) will be notified.

B. INSTRUCTIONS FOR SUBMITTAL OF PROPOSALS

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

C. ISSUING OFFICE

1. The Issuing Office is:
University of Maryland College Park
Department of Procurement and Business Services
Construction & Facilities Procurement
4300 Terrapin Trail
2113R Chesapeake Building
College Park, Maryland 20742-6050
Attn: Leslie Mauck, Procurement Officer
2. Telephone numbers for the Issuing Office are:

Office: (301) 405-5830
Email: lsiciak@umd.edu
3. The Issuing Office shall be the sole point of contact with the University for questions and inquiries regarding preparation and submittal of this proposal.

D. PRE-PROPOSAL CONFERENCE:

1. A Pre-proposal conference will be held at the date, time and location specified in the RFP Key Information Summary Sheet.
2. Attendance is strongly recommended.

E. TERMINOLOGY

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

F. QUESTIONS AND INQUIRIES

1. Questions and inquiries shall be directed to the individual referenced in "C" (Issuing Office) above. The Issuing Office is open from 8:00 a.m. to 5:00 p.m. weekdays.
2. The sole point of contact between Contractors and the University will be formally made at scheduled meetings or in writing through the Issuing Office. **Requests for clarification or additional information must be made in writing to the Procurement Officer** and received at the **Issuing Office no later than Friday, December 8, 2023 at 3:00 P.M.** Such requests should contain the following: **“Questions: RFP #139589”**. Only written communications relative to the procurement shall be considered. Electronic mail to lsiciak@umd.edu is acceptable method for submission of questions. It is incumbent upon the Contractor to verify University receipt of their questions.
3. All questions will be answered in writing. Both questions and answers will be posted, without identification of the inquirer(s), on eMaryland Marketplace. No oral communications can be relied upon for proposal purposes.

G. TECHNICAL DUE DATE AND TIME

1. The Technical Proposal shall be prepared and submitted as specified in Section 00300 of this RFP. The Technical Proposal must be submitted to the box link provided in the RFP and arrive by the date and time specified in order to be considered.
2. Proposers shall submit proposals to:
<https://umd.app.box.com/f/ce5fb5d73e9f4af7addbd622d4a1cc4c>

3. LATE PROPOSALS: Any proposal, request for withdrawal, or modification of a proposal that is not received at the designated location, time and date set forth herein will be deemed late and therefore not be considered. Delivery of the proposal to the specified location by the prescribed time and date is the sole responsibility of the Contractor. Exceptions may be authorized, at the sole discretion of the Procurement Officer, when the reason for the late proposal, late request for withdrawal or late modification of a proposal is due to the action or inaction of the University. A record of the late proposal, request for withdrawal, or modification of a proposal, shall be made in the appropriate procurement file.

H. SITE INVESTIGATION – Non-applicable at this time

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

I. PROPOSAL SECURITY

1. Due to the “On-call” nature of this procurement, a five percent (5%) proposal bond is **not required**.
2. The proposer to whom a “Task Order” in excess of \$100,000 is awarded also must furnish Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the Task order amount, including executed Change Orders, on the form provided. These Performance and Payment Bonds must be provided at the time of the signing of the Task Order, and prior to the start of any work. Cost for any bonds apply to the cumulative total of the work in progress under a given on call/time and material not to exceed contract but rather to a single project. The awardee will have 10 days to return the Payment and Performance Bonds to the Procurement Officer after receipt of the Notice of Award, which will be prior to issuing the Task Order.
3. Evaluation of a proposal takes a considerable length of time. Maryland law does not permit any information regarding the evaluation to be released prior to the award.

J. RIGHT TO REJECT PROPOSALS AND WAIVE INFORMALITIES

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

K. DURATION OF PROPOSAL OFFER

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

L. LICENSES AND QUALIFICATIONS

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

M. CLARIFICATIONS AND AMENDMENT

1. Should a proposer find discrepancies in the proposal documents, or be in doubt as to the meaning or intent of any part thereof, he must, no later than seven (7) calendar days prior to the technical or price proposal due date, request clarification in writing from the Issuing Office. Failure to request such clarification is a waiver of any claim by the proposer for expense made necessary by reason of later interpretation of the proposal documents by the University. Requests shall include the proposal number and title.

2. Oral explanations or instructions will not be binding; only written Amendments will be binding. Amendments will be posted to eMaryland Marketplace. Proposers shall acknowledge receipt of all amendments in the space provided on the price proposal form.

N. CANCELLATION OF PROPOSALS

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

O. PROPOSAL ACCEPTANCE

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

P. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's offer to meet the requirements.

Q. MODIFICATIONS AND WITHDRAWAL OF PROPOSALS

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

R. ELECTRONIC MAIL PROPOSAL MODIFICATIONS

Proposers may modify their technical or price proposals by electronic mail communication at any time prior to the due date and time set for receipt of technical or price proposals, provided such communication is received by the University's issuing office prior to such time and, provided further, that the University is satisfied that a

written confirmation of the modification, over the signature of the proposer, was mailed prior to the time and date set for receipt of technical or price proposals. The communication shall not reveal the proposal price, but provide addition(s), subtraction(s), or other modifications so that the final prices, percentages or terms will not be known to the Issuing Office until the sealed price proposal is opened. If written confirmation is not received within two (2) days after the scheduled opening, no consideration will be given to the modification communication. No telephone proposal prices, price modifications or requests for withdrawal will be accepted.

S. FINANCIAL DISCLOSURE BY PERSONS DOING BUSINESS WITH THE STATE

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

T. CONFIDENTIALITY/PROPRIETARY INFORMATION

Proposers should give specific attention to the identification of those portions of technical proposals deemed to be confidential, proprietary information or trade secrets, and provide justification of why such materials, upon request, should not be disclosed by the University under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6 of the Annotated Code of Maryland. Contractors must clearly indicate each and every section that is deemed to be confidential, proprietary, or a trade secret. It is not sufficient to preface the technical offer with a proprietary statement.

U. REGISTRATION AND TAX PAYMENT:

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

V. AFFIDAVITS

1. The Proposal Affidavit enclosed with this document (Attachment A) must be executed by each responding proposers and submitted with the price proposal.

2. Conflict of Interest Information/Affidavit and Disclosure enclosed with this document (Attachment B) must be executed by each responding proposers and submitted with the price proposal.
3. Social Responsibility Affidavit enclosed with this document (Attachment D) must be executed by each responding proposers and submitted with the price proposer.
4. Certification Regarding Investment Activities in Iran enclosed with this document (Attachment E) must be executed by each responding proposers and submitted with the price proposal.

W. ARREARAGES (January 2004)

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

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

X. MULTIPLE/ALTERNATIVE PROPOSALS

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

Y. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Work associated with each project that will be bid separately must be completed within the time specified for each project after notice to proceed and shall be certified substantially complete as provided in the General Terms and Conditions of Contract. Liquidated Damages may be established and identified on the Bid Form or in the Scope of Work.

Z. INCURRED EXPENSES

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

AA. DISCUSSIONS

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

BB. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

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

CC. ELECTRONIC FUNDS TRANSFER (EFT) – (June (2023))

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

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

Information:

<https://marylandtaxes.gov/divisions/gad/general-information.php>

Forms:

<https://marylandtaxes.gov/forms/state-accounting/static-files/GADX10Form.pdf>

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

business identification information as stated on the form and include the reason for the exemption.

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

DD. MINORITY BUSINESS ENTERPRISE (MBE) NOTICE

Minority business enterprises are encouraged to respond to this solicitation.

EE. E-MARYLAND MARKETPLACE

All vendors interested in conducting business with the University of Maryland must Register at: <https://emma.maryland.gov> Registration is free. eMarylandMarketplaceAdvantage (eMMA) 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.

FF. COMMERCIAL NONDISCRIMINATION CLAUSE

A. “As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under State Finance and Procurement Article, Title 19, Annotated Code of Maryland. As part of this compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

- B. The Contractor shall include the provision in §A of this regulation in all subcontracts to the State contract.

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

GG. RECIPROCAL PREFERENCE FOR RESIDENT RESPONDERS

As set forth in § 14-401 of the State Finance and Procurement article of the Annotated Code of Maryland, a non-resident firm submitting a proposal, in response to a solicitation, is to attach to its proposal a copy of the current statute, policy, procedure, or executive order of the resident firm's State if that State gives a preference to its residents firms. Where such a statute, policy, procedure, or executive order is in effect in the responder's resident state, the University may apply a preference identical to that applied by the respondent firm's resident state as long as application of that preference is not in conflict with a federal law or grant affecting the procurement contract.”

HH. SMOKING POLICY

Smoking is prohibited on campus.
Ref. <http://www.president.umd.edu/policies/VI-810A.html>

II. **MARYLAND LAW PREVAILS**. This Contract shall be construed, interpreted and

enforced

according to the laws of the State of Maryland, without reference to its conflicts of law principles”

END OF SECTION 00100

SECTION 00200

INFORMATION AVAILABLE TO PROPOSERS

SECTION 00200 - INFORMATION AVAILABLE TO PROPOSERS

A. CONTRACT DOCUMENTS

1. Contract Documents consisting of Sections 00100, 00200 and 00300, the Specifications and General Requirements (Refer to Part IV), the UMCP General Terms and Conditions of the Contract, (PUR 050(10/14*) small general term the contract documents (i.e., contract and bond forms, etc. found in Part V), the Loose Forms Package, and any Amendment that may be issued prior to the proposal due date, all of which describe the scope of work to be furnished, shall be furnished to all interested parties.
2. All of these materials will be included in the Contract that the University awards as a result of this Proposal, and will be among the Contract documents. The proposer, by submitting his proposal, agrees, if awarded the Contract, to be bound under the Contract to all the terms and conditions of the Contract Documents.

B. AVAILABLE RECORD DOCUMENTS

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

END OF SECTION 00200

Rev. 07/09

00200

SECTION 00300

PROPOSALS & EVALUATION

SECTION 00300

PROPOSAL & EVALUATION

A. TRANSMITTAL LETTER

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

B. SIGNING OF FORM

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

C. PROCUREMENT METHOD / BASIS FOR AWARD

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

D. TECHNICAL PROPOSAL SUBMITTAL

1. The technical proposal should be prepared in a clear and precise manner. All appropriate points of the solicitation must be addressed. The requirements for the technical proposal are listed in this section.
2. Submit one original of the technical proposal. Supplemental information may be submitted as an appendix. Technical proposals shall be organized and tabbed according to the Technical Proposal Criteria listed below. The Technical Proposal and all required forms shall be completed in ink or typed; erasures and/or alterations shall be initialed in ink by the signer.

3. The technical proposal shall be submitted via electronic box (See Solicitation Schedule)
The heading shall have the proposer’s name, RFP number, and the project name prominently displayed, together with the words, “TECHNICAL PROPOSAL”.
4. The following items shall be included in the technical proposal:
 - (a) Detailed responses to the technical criteria listed in this section
 - (b) Submittal of all applicable forms provided in the attached Loose Forms Package.
 - (c) Copy of proposer’s contractor license, per Section 00100 L 2.
 - (d) Transmittal Letter
 - (e) Material Data and cut sheets for all proposed cleaning items

E. TECHNICAL PROPOSAL EVALUATION

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

F. TECHNICAL PROPOSAL EVALUATION FACTORS

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

1. Project Approach/Major Milestone Schedule

- (a) Provide a brief, overall narrative description (developed in specific response to this proposal) of the proposer’s proposed approach to the development and processes for establishing an On-Call Window Cleaning contract as outlined in this solicitation this project. This description of **how** the work will be done should include, but not be limited to the following factors: quality control, quality assurance, schedule control, and testing and inspection services, noting work to be done by the proposing firms’ own forces. Provide narrative of how to mobilize trades for on-call work.
 - i. Identify project challenge(s), and proposed approach(es). Identify past projects with similar challenges and their outcome.

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

2. Experience on Similar or Relevant Projects

- (a) Complete the Experience Form (Loose Forms Package; duplicate as needed) for three (3) projects similar in magnitude and scope to that described herein, which the proposer has successfully completed within the past five (5) years.
- (b) Project Type: Qualifying reference projects shall reflect work completed successfully by the proposer, and each valued at a minimum of \$20,000.00. The University is seeking a building services company with a minimum of three (3) years providing window washing for buildings with three (3) or less floors (low rise) and equipment experience cleaning commercial buildings. In addition, two (2) years providing window washing for buildings with more than three (3) floors (High rise) and equipment experience cleaning commercial buildings.

All proposers are to base their responses on their three (3) most recently completed projects that reflects the size, complexity, and on call services required under this RFP.
- (c) As indicated on the form, provide the following information for each project:

- 1) A concise but detailed description of the project (s) (including project type, setting and schedule);
- 2) Customer/Project Owner's name, address, contact name and current telephone number and/or email address (Note: All references provided will be contacted);
- 3) Proposal's project manager and/or field superintendent for the reference project;
- 4) Contract method used (CM, GC, DB, Other);
- 5) The start date, the original completion date at time of award, and the actual completion date of the project; and
- 6) The proposal price, final project cost, and percentage increase (or decrease) for the construction contract.

EVALUATION CRITERIA: Experience that clearly demonstrates the proposer's knowledge of, and ability to, successfully perform work similar to that contemplated by these specifications. Higher consideration will be given for experience involving projects most similar to the projects proposed by this RFP, in terms of size, scope and complexity. Ability to deliver projects on time. Ability to deliver projects within cost established at award.

3. References

- (a) Using the information provided by the proposer (above) for the purpose Of establishing experience, the University will contact all Customer/Project Owner references identified by the proposer. Proposers should verify the accuracy of reference contact information before submitting their proposal. The University will hold all reference data in strict confidence.
 - i. Provide contact name, address, and telephone number for each reference. Such references are to be from different projects; that is, only one reference per project is allowed. No more than one (1) reference may be from inside the University of Maryland.
- (b) The University reserves the right to check other reference sources at its sole discretion, including sources not identified by the proposer. The University may also consider the performance of the proposer on any/all projects performed for the University prior to submittal of this proposal,

including ongoing/active projects, whether identified by the proposer or not.

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

3. Proposer's Personnel

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

Project Manager

Person from Building Services company who will be involved on a continual basis on all “on-call” projects under this contract. This person will be responsible for the overall management of the Master Contract (MC) team and the completion of each project. This person is the primary point of contact for the University personnel regarding submittals of bid prices, assignment of appropriate MC personnel, and contract issues during the contract.

Minimum Requirements:

High school graduate or GED equivalent required. Minimum of five (5) years' experience in occupied institutional settings, and construction/renovation projects. Considerable knowledge of Window cleaning procedures, materials, methods and equipment. Knowledge of safety hazards and OSHA requirements. Ability to interpret contracts, plans and specifications for subcontractors.

Field Superintendent and or Supervisor

Person from Building Services company who will be involved and on-site during project on a continual basis from commencement of a task order until job completion. This person is responsible for overall management of the MC team assignment to a particular project and the completion of the project. Note: The project manager and/or the assigned Field Superintendent(s) may act in this role for any project. If this is the case, then this should be indicated on the Key Personnel form provided for the person; project experience in both roles should be demonstrated. This position is

considered a working Supervisor and/or Superintendent.

Minimum Requirements:

High school graduate or GED equivalent required. Minimum three (3) years' experience in window cleaning or building services projects. Position will require knowledge and certification of Window cleaning materials, procedures, methods and equipment. Knowledge, certification and compliant of safety hazards and OSHA requirements.

Window Cleaning Technicians/Cleaners

Responsible for cleaning the windows and glass surfaces of commercial buildings. The ability to use glass cleaning solutions, squeegee blades, cloths and water to remove grime and operate lift equipment (if applicable) to access hard to reach windows. The firm must maintain an adequate number of staff to accommodate the University's needs.

Minimum Requirements:

High school graduation or GED equivalency preferred.. Considerable knowledge and certification of Window cleaning materials, procedures, methods and equipment. Knowledge, certification and compliant of safety hazards and OSHA requirements

Include the following for all Key Personnel:

1. Educational background, including degrees/certifications received.
2. Work experience with the proposing firm, including duration of employment, with dates, and position(s) held;
3. Work experience with prior employers, including duration of employment, with dates, and position(s) held.
4. **Specific project experience which is similar to the work to be done under this contract** and the role this person played in each selected project. **A minimum of three (3) projects are to be listed for each person.** A brief description of the project should be given (if not provided elsewhere in the technical proposal) inclusive of type of work performed (i.e., renovation, new construction, additions,

etc.), dollar volume of project, contract method (GM, GC, DB, etc.) job schedule and A/E.

- (a) Supervisory Personnel References: Provide three (3) project references on each of the three (3) proposed key people inclusive of contact person, phone number and/or email and name of applicable project. Such references are to be from the projects provided as experience above. As well, references are to be from different projects; that is, only one reference per project is allowed. One (1) reference for each person must be from outside the University of Maryland. In addition, the University reserves the right to check other sources available including itself if not provided as a reference by the contractor. Such references will be held in strictest confidence by the University. Note: The same projects can be included for each key person. In addition, the company references may be the same as the individual references.

Please ensure that the information is accurate and that the reference named can speak to the individual's performance in the role to be assigned on this contract.

- (b) Note - Personnel Commitment: By submitting the names for consideration under this Key Personnel Section, the Proposer is committing these people (MC Project Manager and Field Superintendent) to UM for this contract's duration if awarded the project. No personnel changes will be permitted without written authorization from the University via a contract modification issued by UM's Procurement Office.
5. Proposer must have a current sustainable and green conscious program along with window industry knowledge/certification for sustainable and green programs, stormwater management initiatives, campus rain gardens/green roofs, green cleaning and sustainable practices/procedures and Leadership in Energy and Environmental Design (LEED) certified buildings.

Provide information of Current industry practices, green operations, sustainability. Equipment required to perform work (lifts, davit arms, etc.,) Materials and safety standards and products and equipment to complete work.

Provide program for ensuring high quality control standards to include: Training topics, lead trainers, equipment safety training and frequency of

training.

Provide firms resources for back-up staffing, emergencies and project work. Describe how firm has addressed cure notices or other written notices regarding unsatisfactory performance with the last three (3) years.

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

6. **Proposer’s Company Profile**

- (a) Company Profile: Complete the Company Profile Form (Loose Forms Package). Include a brief, but informative, history of the firm inclusive of the year in which your firm commenced providing Window Washing Contracting services and your firm’s background and/or ability to provide such services on an “on-call” basis. Please include number of years in business, number of employees with breakout for number of supervisory personnel, type of work done, and clients served.
- (b) Annual Construction Volume: Complete the Annual Construction Volume/Number of Projects form (Loose Forms Package). Provide the annual construction volume and number of projects for the firm for the last three (3) years.
- (c) Current Workload: Complete the Current Workload form (Loose Forms Package). Provide list of current projects on which the firm is committed, with the dollar volume and time frame for each. Describe the firm's ability to accomplish the proposed services on this project within specified time frames (this is in addition to the information required in other paragraphs).

EVALUATION CRITERIA: The University will take into consideration if the proposers whose company profile, construction volume and current workload illustrate that the proposer has the resources available to successfully complete the University’s projects on time.

7 Economic-Benefits Factors:*

A. Offerors shall submit with their proposals a narrative describing the estimated benefits that will accrue to the Maryland economy as a direct or indirect result of their performance of this contract (the “Project Construction Cost Limit” of \$20,000.00 as referenced in Section 00300 (Proposal & Evaluation), paragraph F.2.C of this RFP should be used as the basis). Proposals will be evaluated to assess the benefit to Maryland’s economy specifically offered. Offerors shall take into consideration the following factors (**Please do not include any details of the price proposals with this information**):

- (1) The estimated percentage of contract dollars to be recycled into Maryland’s economy in support of the contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Be as specific as possible. Provide a breakdown of expenditures in this category.
- (1) The number and types of jobs for Maryland resident resulting from the contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the contractor has committed at both prime and, if applicable, subcontract levels.
- (3) Tax revenues to be generated for Maryland and its political subdivisions as a result of the contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
- (4) Estimated Percentage of Subcontract/Supplier dollars committed to Maryland small business and MBEs. (These are also included under the first category (a) above.)
- (5) Estimated percentage of Subcontract/Supplier dollars committed to “local” Maryland businesses. For purposes of this proposal, a “local” Maryland business is a business with its primary base of

operations located in the same county as the job site for this project, or a Maryland business located within twenty-five (25) miles of the job site.

- (6) Other benefits to the Maryland economy which the offeror promises will result from awarding the contract to the offeror. Describe the benefit, its value to the Maryland economy (in terms of percentages), and how it will result from the contract award.

EVALUATION CRITERIA:

Highest consideration will be given to proposals offering the most benefit to Maryland, consider the aggregate of items (1) through (6) above.

G. PRICE PROPOSAL AND ENCLOSURES (TO BE PROVIDED ONLY TO FIRMS THAT PASS THE TECHNICAL PORTION OF THE RFP)

1. Submit one (1) original of Price Proposal and all required forms.
2. The Price Proposal and all required forms shall be submitted in a sealed envelope. The envelope shall have the proposer's name, RFP number and the project name prominently displayed, together with the words "Price Proposal"
3. The Price Proposal and all required forms shall be completed in ink or typed; erasures and/or alterations shall be initialed in ink by the signer.
4. The following documents must be submitted with the Price Proposal.
 - (a) Price Proposal Form (Note: Proposers shall provide prices for all items on price proposal form).
 - (b) Bid/Proposal Affidavit, using the form (Attachment A) provided by the University.
 - (c) Conflict of Interest Information/Conflict of Interest Affidavit and Disclosure, using the form (Attachment B) provided by the University.
 - (f) Social Responsibility Affidavit Information, using the form (Attachment D) provided by the University.

- (g) Certification Regarding Investment Activities in IRAN (Attachment D) provided by the University.
 - (h) Acknowledgement of all Amendments or Clarifications on the Proposal Form in the space provided.
5. The Price Proposal and all required forms shall be submitted in a sealed envelope. The envelope shall have the proposer’s name, RFP number and project name prominently displayed, together with the words “Price Proposal”.
 6. The Price Proposal Form and all required forms shall be completed in ink or typed; erasures and/or alterations shall be initialed in ink by the signer.
 7. Contractor(s) shall **not** include any technical information or specifications in the price proposal envelope. If such are included in the price proposal envelope, it **will not** be evaluated by the technical evaluation.
 8. Proposal Shall contain the following in it Price Proposal

Proposals shall contain the following in the Price Proposal Volume:

- A. Hourly Billing Rates:
 1. Regular Hourly Billing Rates: Proposer to quote hourly billing rates (*to include all costs associated with the work inclusive of any and all reimbursable costs, overhead costs and profit) for all positions on the On-Call Campus Wide Window Cleaning Team as indicated on the Price Proposal Form.
 2. Overtime Rates: Proposer to quote for applicable window cleaning positions as noted on Price Proposal Form.
- B. Material, Equipment, Rental and Subcontractor Mark-ups by the General Contractor:

1. Subcontractor Mark-up: Percent over invoice (inclusive of overhead and profit). (See UMCP General Terms & Conditions of Contract (Revision 10/14) Section 21 Items 5 & 6, page 15)
2. Material Mark-up: Percent over invoice (Mark-up is to cover all costs for the On Call inclusive of freight/pick up costs, overhead and profit.) Note: this percentage is applicable for material a) delivered directly from a supplier, b) picked up by the personnel from a supplier and delivered to the job site, and/or c) pulled material from a company stock.
3. Equipment Rental Mark-up: Percent over invoice (Mark-up is to cover all On Call costs associated with delivery/pick-up, handling costs, overhead and profit.)
4. Contractors owned equipment shall be included in the Bid Price for each project quoted and not subject to mark-up.

Any price proposal which is materially unbalanced may be rejected. An unbalanced proposal is one that is based on prices that are, in the judgment of the procurement officer, may be significantly overstated and/or understated.

H. PRICE PROPOSAL EVALUATION

1. Price Proposals will only be evaluated for those proposers determined by the Procurement Officer to be technically acceptable and susceptible of award.
2. Price Proposals will not be opened publicly.
3. Price Proposals will be evaluated by the Procurement Office.

I. BEST AND FINAL OFFERS

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

is submitted as requested.

J. FINAL PROPOSAL RATING

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

K. EVIDENCE OF RESPONSIBILITY

Prior to award of a contract pursuant to this RFP, the Procurement Officer may require the prospective awardee to furnish such additional information necessary to assess responsibility of the contractor. Copies of the contractor's Annual Report or one (1) Program Financial Statements (Income Statement, Cash Flow Statement and Balance Sheet) for the past two complete business years may be required. For contracts exceeding \$1 million, the contractor will be required to furnish a current (within 90 days prior to contract award) copy of a Dun and Bradstreet Comprehensive Report for the company. The Procurement Officer may also consider any information otherwise available concerning the financial, technical and other qualifications or abilities of the contractor.

END OF SECTION 00300

PART II

**GENERAL TERMS AND CONDITIONS
OF THE CONTRACT**

(Under Separate Cover)

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



Master Order On Call
Number: --000---N
Proposal No: RFP 139589

UNIVERSITY OF MARYLAND, COLLEGE PARK
DEPARTMENT OF PROCUREMENT AND BUSINESS SERVICES
COLLEGE PARK, MARYLAND 20742-6050

LONG FORM CONTRACT (SAMPLE)

THIS AGREEMENT made the -Date--- day of ---month--, Two Thousand by and between -Company name include Address, City, State and Zip code-- herein called "Contractor", and the University of Maryland, College Park, Department of Procurement & Supply Division, herein called "Owner".

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

Article 1. Scope of Project -- shall furnish all of the materials and perform all of the work shown on the drawings and described in the specifications entitled " **On-Call Campus Wide Window Cleaning**" for the University of Maryland College Park, MD and Amendment Nos. **A001& A002 ???? (inclusive)** and shall do everything required by this Agreement, the General Conditions of the Contract, and said specifications and drawings, all of which are made a part hereof and are referred to herein as "The Contract". There follows a list of said drawings and proposal:

Drawing: Drawing when necessary, will be provided to the Contractor by Facilities Management/Department of Architecture, Engineering and construction. KEEP/DELETE

Proposal: Contractor's Technical and Price Proposal dated _____ OR

Proposal: Contractor's Technical and Price Proposal dated ---- and Best and Final Offer (BAFO) dated ----- . (Use either one and delete the one not used)

Article 2. Contract period -- The base contract is effective ----- through ---- with the University's unilaterally option to extend the contract for three (3) additional one (1) year renewal periods with the same terms and conditions. Contract To be determined.

Article 3. The contract value - Shall be the sum of any and all Task Orders issued in accordance with the contract. The University shall pay the Contractor subject to actual work performance on specific Task Order. Do not perform any work unless Task Order is issued.

As per attached Revised Price Proposal Form, Change **to agree with project** **THE ONE**
The University shall pay the Contractor subject to actual work performed on specific Task Orders.

Unit Price as follows:

1. **Material Mark-Up:** over invoice price for materials. Invoice price shall include any sales tax and supplier freight/handling/delivery charges.
2. **Equipment Rental Mark-Up:** over invoice price. Invoice price shall include any sales tax and supplier freight/handling/delivery charges.
3. **Subcontractor Mark-up:** over invoice. Subcontractor costs to include all coordination time, set up, etc.
4. **Labor Rates:**

For “Low Rise” Cleaning and High Rise Cleaning (To be updated prior to award)

<u>Item</u>	<u>Trade</u>	<u>Regular Rate</u>	<u>Overtime Rate</u>
4.7	Supervisor	\$ _____ /hr	\$ _____ /hr
4.8	Window Washer Tech.	\$ _____ /hr	\$ _____ /hr
4.9	Laborer/Cleaner	\$ _____ /hr	\$ _____ /hr

Article 4. Special Provisions

- A. Contractor shall coordinate all work with and shall contact **Mr. _____**, University Project Manager at (301) **405-----** five (5) working days prior to starting any work.

Article 5. Manner of Payment for each Task Order issued – The Owner shall make payment on account of the contract price, as follows:

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

acceptance of the entire project, a sum sufficient to increase the total payment to 100% of the Contract price.

Contractors Federal Tax Identification No. _____

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

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

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

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

Article 6. Acceptance and Final Payment for each Task Order issued -- Final payment to be due 30 days after acceptance of the entire project, but not until the project has been fully completed and the Contract fully performed.

Upon receipt of written notice that the project is ready for final inspection and acceptance, said Architect or Engineer shall promptly inspect the same. When he finds the work and materials acceptable under the Contract and the Contract fully performed, and upon receipt of evidence satisfactory to him that all payrolls, material bills and other indebtedness connected with the project have been paid, said Architect or Engineer shall promptly issue a final certificate, signed by him. Said certificate shall state that the Contract has been fully performed according to its terms and that the work performed and materials furnished thereunder have been accepted by the Architect or Engineer as being in accordance with the Contract; and shall set forth the balance found by said Architect or Engineer to be due and payable to the Contractor.

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





Contractor

University of Maryland, College Park

Owner

Signature

Signature

Print

Print

Title

Title

Date: _____

Date: _____

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

Budgetary Data:

Req. No. _____ **K.F.S. On Task Order**

Title: Facilities Management/Department

CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

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

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

Name and Department ID

Number: _____ Address: _____

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

Name and Department ID Number: _____

Address: _____.

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

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

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

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

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

NOTE: The political contribution disclosure form is available at

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

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

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

- (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
- (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
- (c) Prohibit its employees from working under the influence of drugs or alcohol;
- (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
- (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
- (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business's policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;
- (h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

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

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

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

Date: _____

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

_____ (signature of Authorized Representative and Affiant)



**UNIVERSITY OF
MARYLAND
MODIFICATION OF CONTRACT**

1. MODIFICATION NUMBER M00--		2. DATE ISSUED ---		3. NUMBER OF PAGES -----	
4. ISSUED BY UNIVERSITY OF MARYLAND DEPARTMENT OF PROCUREMENT AND SUPPLY CONSTRUCTION AND FACILITIES PROCUREMENT 4300 TERRAPIN TRAIL 2110A CHESAPEAKE BUILDING COLLEGE PARK, MARYLAND 20742-6050 POINT OF CONTACT: --- TELEPHONE NUMBER: 301-405---- FACSIMILE NUMBER: 301-314-3011 ELECTRONIC MAIL ADDRESS: ----@UMD.EDU			5. ADMINISTERED BY (If other than Item 4)		
6. NAME, ADDRESS AND FEI NUMBER OF CONTRACTOR ----- FEI NO. ----			7A. MODIFICATION OF CONTRACT NUMBER -----		
			7B. DATED -----		
8. The Referenced Contract is Modified In the Following Particulars Only.					
A. THIS CONTRACT MODIFICATION IS ISSUED UNILATERALLY TO MAKE THE CHANGES SET FORTH IN ITEM 9 (below) PURSUANT TO THE CHANGES CLAUSE CONTAINED IN PART II, SECTION I OF THE CONTRACT REFERENCED IN 7A ABOVE.					
B. THE CONTRACT REFERENCED IN 7A ABOVE IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as billing address, accounting data, etc.) SET FORTH IN ITEM 9 (below).					
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO TO MODIFY THE CONTRACT REFERENCED IN 7A ABOVE AS SET FORTH IN ITEM 9 (below).					
D. OTHER (Specify Type of Modification)					
E. IMPORTANT: CONTRACTOR [] IS NOT, [X] IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> ORIGINALS TO THE ISSUING OFFICE IDENTIFIED IN ITEM 4.					
9. DESCRIPTION OF MODIFICATION (Use Additional Pages if Required) <p align="center">Continued on page 2</p> Except as provided herein, all prices, terms and conditions of the document referenced in Item 7A, including previous modifications, if any, shall remain in full force and effect.					
10A. NAME AND TITLE OF SIGNER (Contractor - Type or Print)			11A. NAME OF PROCUREMENT OFFICER (Type or Print) -----		
10B. CONTRACTOR (Signature of Person Authorized to Sign)		10C. DATE SIGNED	11B. UNIVERSITY OF MARYLAND (Signature of Procurement Officer)		11C. DATE SIGNED

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

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

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

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

SPECIAL TERMS AND CONDITIONS:

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

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

PERFORMANCE BOND

Principal Business Address of Principal

Surety Obligee

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

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

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

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

Description of Contract:

Contract Number:

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

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

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

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

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

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

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

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

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

PERFORMANCE BOND

In Presence of:
Witness

Individual Principal

..... as to(SEAL)

In Presence of:
Witness

Co-Partnership Principal

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

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

..... as to(SEAL)

..... as to(SEAL)

Corporate Principal

.....
(Name of Corporation)

Attest:

.....
Corporate Secretary

By:CORPORATE
President SEAL

.....
(Surety)

Attest:

(SEAL) By:CORPORATE
SEAL

..... Signature Title

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

Bonding Agent's Name:

.....
(Business Address of Surety)

.....
(Telephone Number)

Agent's Address

Telephone Number

PAYMENT BOND

Principal	Business Address of Principal
Surety a corporation of the State of and authorized to do business in the State of Maryland	Obligee STATE OF MARYLAND By and through the following Administration <u>University of Maryland, College Park.</u>

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

BOND NO.	Date of Contract	<u>Month, date(st, nd, or th), year</u>
	Date Bond Executed	<u>Month, date(st, nd or th), year</u>

Description of Contract:

Contract Number:

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

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

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

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

1. A claimant is defined to be any and all of those persons supplying labor and materials (including lessors of the equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and sub-contractors in the prosecution of the work provided for in the Contract, entitled to the protection provided by Section 9-113 of the Real Property Article of the Annotated Code of Maryland, as from time to time amended.

2. The above named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full, pursuant to and when in compliance with the provisions of the aforesaid Section 9-113, sue on this Bond for the use of such claimant, prosecute the suit to final judgement for such sum or sums as may be justly due claimant and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

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

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

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Payment Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the

corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

PAYMENT BOND

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

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

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

..... as to(SEAL)

..... as to(SEAL)

Corporate Principal

.....
 (Name of Corporation)

Attest: Corporate Secretary By:(SEAL)
 President AFFIX CORPORATE SEAL

.....
 (Surety)

Attest: (SEAL) By:(SEAL)
 AFFIX CORPORATE SEAL

..... Signature Title

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

Bonding Agent's Name:

.....
 (Business Address of Surety)

.....
 (Telephone Number)

Agent's Address

.....

Telephone Number

RFP No.-----

On Call ---Project Name ----

University of Maryland, College Park, MD (or another campus)

PART II
GENERAL TERMS AND CONDITIONS
OF CONTRACT
(PUR 050 (10/14))

PART II
General Terms and Conditions

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(Feb 2014)

PART II

GENERAL TERMS AND CONDITIONS

1. **CONTRACTOR'S PERFORMANCE**

- A. The contractor shall supervise, direct and be solely responsible for the work, using his best skill and attention.
- B. The contractor shall be responsible to the University for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the work under a contract with the contractor.
- C. The contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the contract documents, and shall not unreasonably encumber the site with any materials or equipment.
- D. The contractor shall perform all work in a workmanlike manner and in accordance with the requirements of the contract documents, including the furnishing of all materials, services, implements, machinery, equipment, tools, supplies, transportation, labor, and all other items necessary for the satisfactory prosecution and completion of the project in full compliance with the requirements of the contract documents.
- E. Upon completion of the project, the contractor shall promptly remove all implements, surplus property and debris from the project site.

2. **INDEMNIFICATION**

To the fullest extent permitted by law the contractor shall indemnify and hold harmless the University and the State of Maryland, their agents and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work.

3. **EXECUTION OF CONTRACT**

After a Notice of Award has been issued, or simultaneously with such notice, the University's Department of Procurement and Supply shall forward the formal

contract form to the Contractor for execution. The bidder shall execute the contract form and return it, to the Department of Procurement and Supply within ten (10) days after receipt of same. After receipt of the properly executed contract form, and Payment and Performance bonds if required, the Department of Procurement and Supply will execute the contract and forward the contractor a copy. The Contract is not final until executed by the University.

4. **NOTICE TO PROCEED**

After the contract has been executed, the University will issue to the Contractor a "Notice to Proceed" and this notice will stipulate the date on or before which the Contractor is expected to begin work. 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 or on the day stipulated in the "Notice to Proceed", whichever is earlier. Any preliminary work started or materials ordered before receipt of the "Notice to Proceed", shall be at the risk of the Contractor.

5. **FAILURE TO EXECUTE CONTRACT**

Failure of the contractor to execute the contract and file acceptable bonds within the time provided in Section 3 shall be just cause for the payment of liquidated damage guaranteed by the bid bond or other securities at an amount equal to the increased contract price paid by the University as a result of the failure to execute the contract.

In the event that the damages sustained by the University exceed the amount of the bid security, the University reserves the right to proceed against the contractor for the balance of its damages.

6. **PERFORMANCE AND PAYMENT BONDS** (Required when initial contract exceeds \$100,000.00)

Prior to the award of the contract, the University will provide to the contractor for execution copies of the Performance Bond and Payment Bond. The bonds must be executed and returned to the University. The premium for the bonds shall be paid by the contractor. The bonds shall be in the full amount of the contract price.

7. **CONTRACT DOCUMENTS**

The contract documents include the bid or proposal, contract forms and bonds, general conditions, specifications, amendments, plans and any supplemental written agreements pertaining to the furnishing and installation work hereunder.

The contract documents collectively form the contract.

8. **CERTIFICATIONS REQUIRED BY LAW**

A. **Contingent Fee Prohibition:** At the time the contractor executes the contract, if not sooner, the contractor shall truthfully execute a certificate on a form provided him by the University which provides that he has not employed or paid any person consideration which is contingent upon the making of the agreement.

B. **Corporate Registration and Tax Payment Certification:** At the time the contractor executes the contract, if not sooner, the contractor, if it is a corporation, shall truthfully execute a certificate on a form provided him by the University which provides that it is a properly registered corporation and that it has and will pay all appropriate taxes prior to final settlement.

9. **GENERAL CONDITIONS CONTROLLING**

In the event of a conflict between these General Conditions and any other provision of the contract documents, these General Conditions shall prevail unless such other provision expressly provides to the contrary.

10. **CONDITIONS AFFECTING THE WORK**

The contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work and the general and local conditions which can affect the work or the cost thereof. Any failure by the contractor to do so will not relieve him from responsibility for successfully performing the work without additional expense to the University.

11. **APPROVED EQUALS**

The terms "Or Equal", "Equal", "Approved Equal" are used as synonyms throughout the specifications. They are implied in reference to all named manufacturers in the specifications unless otherwise stated. Only materials fully equal in all details will be considered. The University's Department of Procurement and Supply is the final judge as to equality.

12. **COMPLIANCE WITH LAWS**

The Contractor hereby represents and warrants that:

- a. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- b. It is not in arrears with respect to the payment of any moneys 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 that it shall not become so in arrears during the term of this Contract;
- c. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- d. The contract is governed in all respects by the laws of the State of Maryland without reference to its conflicts of laws principles. (Revised 11/21/22)
- e. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

13. **PATENTED DEVICES, MATERIALS AND PROCESSES**

The contractor shall pay for all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the University and the State of Maryland harmless from loss or account thereof.

14. **INSURANCE – CONSTRUCTION CONTRACTS (NOVEMBER 2013)**

A. **General Requirements:**

- 1. Insurance required to protect the Contractor and the University from liability and all insurance required in accordance with applicable laws and regulations is addressed herein. These provisions apply to all delivery methods (e.g. General Contracting, Construction Management at Risk and Design-Build) except as noted herein.
- 2. The amount of insurance coverage specified herein shall be the minimum amount of insurance available to satisfy claims. The Contractor and his subcontractors (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 Contractor shall be responsible for the maintenance of this insurance, whether the work is performed directly by the Contractor; by any subcontractor; by any person employed by the Contractor or any subcontractor; or by anyone for whose acts the Contractor may be liable.
6. Required insurance policies shall be endorsed to provide sixty (60) days (ten (10) days if cancelled due to non-payment) prior written notice by certified mail of any material change, cancellation or non-renewal to:

University of Maryland
Department of Procurement and Supply
Construction & Facilities Procurement
0410 Service Building
College Park, MD 20742

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 Contractor, with the exception of Builder's Risk coverage which shall cease upon the University's written determination of the date of Substantial Completion.
9. The Contractor 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 Contractor, 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 Contractor, subcontractors 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. Automobile Liability: 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:

<u>Contract Value</u>	<u>Excess / Umbrella Limit</u>
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 Workers' Compensation statutes or other Employers Liability or third party legal liability claims arising from bodily injury, disease, or death of Contractor's employees. Contractor shall provide Workers' Compensation coverage for all employees and require their subcontractors 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. Builder's Risk: The Contractor shall purchase and maintain property insurance (Builders' Risk) covering the project, including improvements to real property and goods and materials on the site to be incorporated into the project. Such property insurance shall be for the full insurable value of the property covered and shall be written on an "All Risk" basis covering physical loss and damage including theft, vandalism, and malicious mischief, collapse, water damage, and such other perils as may be applicable to the project. Such insurance shall include the interest of the University, the Contractor and all subcontractors as their interest may appear.
1. Coverage sub-limits for earthquake, flood and windstorm damage shall not apply;
 2. Coverage shall apply to materials in transit and in storage at off-site locations;
 3. There shall be no exclusion for damage to existing property;
 4. There shall be no exclusion for hot testing of any kind;
 5. Terrorism coverage (TRIA) shall be included;

6. The Contractor is solely responsible for any deductibles required by the Builders Risk policy. The deductible shall not be greater than \$25,000.
 7. The Contractor shall include with the property insurance or otherwise purchase and maintain boiler and machinery insurance, which shall specifically cover such insured objects during installation and until final acceptance by the University. This insurance shall include the interest of the University, Contractor and subcontractors (at any tier), all of which shall be named insureds.
 8. Partial use or partial occupancy shall not commence until the companies providing property have consented to such partial use or occupancy by endorsement or otherwise. The University and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.
- f. Builders Risk - Optional Coverage: The University at its option and expense may require the Contractor to purchase and maintain coverage for loss of use of the University's property due to fire or hazards, however caused. Coverage shall include soft costs such as swing space rental costs, housing costs, storage costs or other costs incurred by the University.
- g. Contractors' Property: The Contractor, 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.
- h. 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

WC 00 01 06 A or its equivalent.

3) Jones Act coverage endorsement WC 00 02 01 A and WC 00 02 03 or their equivalents.

i. Professional Liability: (Applies to Design-Build (DB) contracts only)

The Design-Build Contractor (“DBC”) 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 DBC or any member of the DBC’s team providing professional architectural and engineering design services. Coverage limits are required as follows (unless otherwise specified by the Procurement Officer):

<u>Project Construction Cost</u>	<u>PL Coverage Required</u>
Under \$10,000,000	\$2,000,000 per occurrence
\$10,000,001 - \$50,000,000	\$5,000,000 per occurrence
\$50,000,001 - \$150,000,000	\$10,000,000 per occurrence
Over \$150,000,001	\$20,000,000 per occurrence

1. The DBC 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 DBC shall notify the University, and take action to restore the limits to the required level.
2. Deductibles shall be the responsibility of the DBC 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.

15. **CONFLICT OF INTEREST**

No employee of the State of Maryland or any department, commission, agency, or branch thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while such employee, become or be an employee of the party or parties hereby contracting with the said State of Maryland or any department, commission, agency, or branch thereof.

16. **NO WAIVER OF LEGAL RIGHTS**

Neither the acceptance by the University or any representative of the University nor any payment for or acceptance of the whole or any part of the work nor any extension of time nor any possession taken by the University shall operate as a waiver of any portion of the contract or of any power herein reserved or of any right to damages. The waiver by the University of any breach of the contract shall not be held to be a waiver of any other or subsequent breach.

17. **COVENANT AGAINST CONTINGENCY FEES**

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this warranty the University shall have the right to terminate this contract without liability or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

18. **SITE INVESTIGATION**

The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, 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 Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by

the University, as well as from information presented by the drawings and specifications made a part of this contract. Any failure by the Contractor to acquaint himself with the available information may not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The University assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the University.

19. **DIFFERING SITE CONDITIONS**

- A. The Contractor shall promptly, within five (5) days of observing such conditions and before such conditions are disturbed, notify the procurement officer in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The procurement officer shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.
- B. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in A. above; provided however, the time prescribed therefore may be extended by the University.
- C. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

20. **CHANGES**

- A. The procurement officer unilaterally may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes:
 - 1. In the specifications (including drawings and designs);
 - 2. In the method or manner of performance of the work;
 - 3. In the State-furnished facilities, equipment, materials, services, or site;

or

4. Directing acceleration in the performance of the work.
 - B. Any other written order or an oral order, including a direction, instruction, interpretation or determination, from the procurement officer that causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the procurement officer written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.
 - C. Except as herein provided, no order, statement, or conduct of the procurement officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.
 - D. Subject to paragraph (F), below, if any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly; provided, however, that except for requests based on defective specifications, no request for any change under B. above, shall be allowed for any costs incurred more than twenty (20) days before the Contractor gives written notice as therein required; and provided further, that in the case of defective specifications for which the University is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.
 - E. If the Contractor intends to request an equitable adjustment under this clause, he shall, within thirty (30) days after receipt of a written change order under (1) above, or the furnishing of written notice under (A) above, submit to the procurement officer a written statement setting forth the general nature and monetary extent of request, unless this period is extended by the University. The statement requesting an equitable adjustment may be included in the notice under (B) above.
 - F. Each proposed contract modification that affects contract price shall be subject to the prior written approval of the procurement officer and other appropriate authorities and to prior certification of the appropriate fiscal authority of fund availability and the effect of the modification on the project budget or the total construction cost. If, according to the certification of the fiscal authority, the contract modification will cause an increase in cost that

will exceed budgeted and available funds, the modification may not be made unless sufficient additional funds are made available or the scope of the project is adjusted to permit its completion within the project budget. The procurement officer will promptly notify the contractor if insufficient funds are available to proceed with a contract modification.

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

21. **MODIFICATION OF CONTRACT PRICE**

When changes in the work require adjustment of the Contract Price, such modification shall be accomplished as follows:

- A. The Contractor shall promptly submit to the University and to the Architect a fully itemized breakdown of the quantities and prices used in computing the value of the requested change along with a detailed explanation and justification for the proposed change regardless of the nature of the change.
- B. For all changes in the Work to be performed by a subcontractor, the Contractor shall furnish the subcontractor's fully itemized breakdown of quantities and prices which shall bear the original signature of a representative of the subcontractor authorized to act for the subcontractor. If requested by the University or the Architect, proposals from suppliers or other supporting data required to substantiate costs shall be furnished.
- C. Modification of the Contract Price, when required, shall be determined as follows:
 - 1. When unit prices are stated in the Contract or have been subsequently agreed upon, by application of such unit prices.
 - 2. A lump sum price agreed upon by both the University and Contractor.
 - 2. If the change involves only a credit, the Contract Price will be reduced by the amount it would have cost the Contractor if the work omitted had not been eliminated; including overhead and profit, however, the Contractor and the subcontractor will be allowed to retain a sum not in excess of three percent (3%) for handling.
 - 3. Re-stocking fees for return of materials or supplies may be allowed on the basis of actual cost to the contractor or five percent (5%) of the original material cost, whichever is less. The University retains the

option to purchase excess materials for disposal or use by the University.

4. If the change involves both a credit and debit, both sums shall be shown and the two sums balanced to determine the adjusted total cost or credit. No allowance to the Contractor shall be made or allowed for loss of anticipated profits on account of any changes in the Work.
5. Unless otherwise specified, the allowable mark-up for combined overhead and profit for work performed by the Contractor with his own forces will be based upon the monetary value of the Work in accordance with the following schedule:

Not to exceed fifteen percent (15%)

These mark-ups shall be applied to additive and deducted charges in the same manner.

6. For work performed by a subcontractor with his own forces, the percentages for combined overhead and profit for a subcontractor will be as stated in Paragraph 6. above. On work partly or solely performed by a subcontractor, the Contractor will be allowed eight percent (8%) of the total cost of the subcontractor's labor, materials overhead and profit, including taxes and Insurance on labor required by statute. These mark-ups shall be applied to additive and deductive changes in the same manner.
7. The allowable mark-up described in Paragraphs 6 and 7 above shall be applied to work performed by the Contractor and first-tier subcontractors only.
8. On all changes in the Work, the Contractor will be reimbursed for his expenditures for Workmen's Compensation Insurance, Social Security Taxes and Unemployment Compensation Taxes covering persons actually engaged upon the Work. The actual increased cost of bonds will be reimbursed. Evidence must be furnished to support the reimbursement of additional bond expense. A fixed percentage mark-up for increased bond expense will not be acceptable. These adjustments shall be applied to additive and deductive changes in the same manner.

9. The cost of foremen and superintendents may be added only when the Change Order makes necessary the hiring of additional supervisory personnel or makes their employment for time additional to that required by the basic contract.
10. The Contractor shall be allowed the actual cost for rental of machine power tools or special equipment, including fuel and lubricants which are necessary to execute the Work required on the change, but no percentages shall be added to this cost. The rental rate is to be agreed upon by the University and the Contractor; the rate shall relate generally to the latest as filed by the Associated Equipment Distributors. Reimbursement on rental rates will not be authorized if Contractor owned equipment is used. Owned equipment will be reimbursed on the basis of actual cost.
11. The Contractor may be allowed additional time for performance of additional work. Requests for additional time must be supported by an analysis of the schedule, demonstrating that critical path work will be impacted by the additional work. No additional/extended overhead shall be provided, for performance of additional work, other than the mark-ups allowed in the preceding paragraph 6. above.
12. If the Contractor and the University cannot agree as to the extent the contract time shall be increased for extra work or the extent the Contract time shall be reduced for work omitted by the State, the increase or decrease, as the case may be, shall be determined by the Procurement Officer. Any disagreement with this decision may be appealed by the Contractor under the Disputes Clause.
13. No order for change at any time or place shall in any manner or to any extent relieve the Contractor of any of his obligations under the contract.
14. The Architect, with the concurrence from the University, shall have authority to make minor changes in the Work not involving extra cost, and not inconsistent with the purposes of the building. Otherwise, except in any emergency endangering life or property, no extra Work or changes to the Work shall be done unless authorized by the University prior to any such Work or changes to the Work being done.

D. The allowable percentages of cost for overhead and profit are deemed to include, but not be limited to, the following:

1. Job supervision and field office expense required by the Contract, expenses for timekeepers, clerks and watchmen, cost of correspondence of any kind, and insurance not specifically mentioned herein, all expenses in connection with the maintenance and operation of the field office, use of small tools, and cost of small trucks generally used for transporting either workmen, materials, tools or equipment to job location, and incidental job burdens. No percentage allowances will be made for maintenance or operation of Contractor's regularly established principal office, branch office or similar facilities.

22. **VARIATIONS IN ESTIMATED QUANTITIES**

Mandatory provision for only those construction contracts that contain estimated quantity items:

Where the quantity of a pay item in this contract is an estimated quantity and where the actual quantity of such pay item varies more than twenty-five percent (25%) above or below the estimated quantity stated in this contract, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the procurement officer shall, upon receipt of a written request for an extension of time within ten (10) days from the beginning of the delay, or within a further period of time which may be granted by the procurement officer before the date of final settlement of the contract, ascertain the facts and make the adjustment for extending the completion date as in his judgment the findings justify.

(Note: Applies only to construction contracts that contain estimated quantity items.)

23. **SUSPENSION OF WORK**

The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for a period of time as he may determine to be appropriate for the convenience of the University. The Contractor shall take reasonable and appropriate action during the period of suspension of work to minimize expenses incurred as a result of the suspension order.

- A. If the performance of all or any part of the work is for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Procurement Officer in the administration of the contract, or by his failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), an equitable adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by an unreasonable suspension, delay, or interruptions, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruptions to the extent (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.
- B. No claim under this clause shall be allowed (1) for any costs incurred more than twenty (20) days before the Contractor shall have notified the Procurement Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of a suspension, delay, or interruption, but not later than the date of final payment under the contract.

24. **DISPUTES**

- A. This contract is subject to the USM Procurement Policies and Procedures.
- B. Except as otherwise provided in this contract or by law, all disputes arising under or as a result of a breach of this contract that are not disposed of by mutual agreement shall be resolved in accordance with this clause.
- C. As used herein, claim means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this clause.
- D. Within thirty (30) days after contractor knows or should have known of the basis for a claim relating to this contract, contractor shall file a written notice of claim with the procurement officer.

- E. Contemporaneously with, or within thirty (30) days after, the filing of a notice of claim, contractor shall submit the written claim to the procurement officer. If contractor so requests, the procurement officer, on conditions the procurement officer deems satisfactory to the unit, may extend the time in which contractor must submit the claim. An example of when a procurement officer may grant an extension includes situations in which the procurement officer finds that a contemporaneous or timely cost quantification following the filing of the notice of claim is impossible or impractical.
- F. The claim shall set forth all the facts surrounding the controversy. Contractor, at the discretion of the procurement officer, may be afforded an opportunity to be heard and to offer evidence in support of the claim.
- G. The procurement officer shall mail or deliver written notification of the final decision within:
 - (1) Ninety (90) days after the procurement officer receives the claim if the claim is an amount for which the Appeals Board accelerated procedure, set forth in COMAR 21.10.06.12, may be used;
 - (2) One hundred eighty (180) days after the procurement officer receives the claim for a claim not covered under 'G(1) of this regulation; or
 - (3) A longer period that the procurement officer and contractor agree to in writing.
- H. The final decision may award a contract claim only for those expenses incurred not more than twenty (20) days before contractor was initially required to have filed the notice of claim.
- I. The procurement officer's decision is the final action of the University. If the procurement officer fails to render a final decision within the time required, contractor may deem the failure to be a final decision not to pay the claim.
- J. If the final decision grants the claim in part and denies the claim in part, the University shall pay contractor the undisputed amount. Payment of the partial claim is not an admission of liability by the University and does not preclude the University from recovering the amount paid if a subsequent determination modifies the final decision.
- K. Contractor may file a written appeal with the Maryland State Board of Contract Appeals within thirty (30) days of receipt of notice of the decision.

- L. Pending resolution of a claim, contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

25. **TERMINATION FOR CONVENIENCE OF THE UNIVERSITY**

- A. The performance of work under this contract may be terminated by the University in accordance with this clause in whole or from time to time in part, whenever the procurement officer shall determine that such termination is in the best interest of the University. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
- B. After receipt of a Notice of Termination and except as otherwise directed by the Procurement Officer, the Contractor shall:
 - 1. Stop work under the contract on the date and to the extent specified in the Notice of Termination;
 - 2. Place no further orders on subcontracts for materials, services, or facilities except as may be necessary for completion of the portion of the work under the contract as is not terminated;
 - 3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
 - 4. Assign to the University in the manner, at the times, and to the extent directed by the procurement officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the University shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - 5. Settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, with the approval or ratification of the Procurement Officer to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;
 - 6. Transfer title and deliver to the University in the manner, at the times,

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

7. Use his best effort to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the procurement officer, any property of the types referred to in (6) above; provided, however, that the Contractor (a) shall not be required to extend credit to any purchaser, and (b) may acquire any such property under the conditions prescribed by and at a price or prices approved by the procurement officer; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the University to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the procurement officer may direct;
8. Complete performance of such part of the work as may not have been terminated by the Notice of Termination; and
9. Take such action as may be necessary or as the procurement officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the University has or may acquire an interest. The Contractor may submit to the procurement officer a list, certified as to quantity and quality, of any or all items of termination inventory not quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the procurement officer, and may request the University to remove such items or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the University shall accept title to such items and remove them or enter into a storage agreement covering the same, provided, that the list submitted shall be subject to verification by the procurement officer upon removal of the items or if the items are stored, within forty five (45) days from the date of submission of the list and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

- C. After receipt of a Notice of Termination, the Contractor shall submit to the Procurement Officer his termination claim, in the form and with certification prescribed by the procurement officer. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the procurement officer, upon request of the Contractor made in writing within such one year period or authorized extension thereof. However, if the procurement officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such one year period or any extension thereof. Upon failure of the Contractor to submit his termination claim with the time allowed, the Procurement Officer may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.
- D. Subject to the provisions of Paragraph C, the Contractor and the procurement officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price of work not terminated. The contract shall be amended accordingly and the Contractor shall be paid the agreed amount. Nothing in Paragraph E. of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the procurement officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph.
- E. In the event of the failure of the Contractor and the procurement officer to agree, as provided in Paragraph D, upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, the procurement officer shall pay to the Contractor the amounts determined by the procurement officer as follows, but without duplication of any amounts agreed upon in accordance with Paragraph D.
1. With respect to all contract work performed prior to the effective date of the Notice of Termination, the total (without duplication of any items) of:
 - a. The cost of such work;

- b. The cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in paragraph B.5 above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor before the effective date of the Notice of Termination of work under this contract, which amounts shall be included in the cost on account of which payment is made under a. above and;
 - c. A sum, as profit on a. above, determined by the procurement officer, to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision c. and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and
2. The reasonable cost of the preservation and protection of property incurred pursuant to Paragraph B. 9. and any other reasonable cost incidental to termination of work under this Contract, including expense incidental to the determination of the amount due to the Contractor as the result of the termination of work under this contract.

The total sum to be paid to the Contractor under 1. above shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage and except to the extent that the University shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor under (1) above, the fair value, as determined by the procurement officer, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the University, or to a buyer pursuant to paragraph B.7.

- F. Costs claimed, agreed to, or determined pursuant to C., D., E. and I. hereof shall be in accordance with the USM Policies and Procedures as in effect on the date of this contract.
- G. The Contractor shall have the right of appeal, under the clause of this contract entitled "Disputes", from any determination made by the procurement officer under Paragraph C., E., or I. hereof, except that if the Contractor has failed to submit his claim within the time provided in

Paragraph C. or I. hereof, and has failed to request extension of such time, he shall have no such right of appeal. In any case where the procurement officer has made a determination of the amount due under paragraph C., E., or I. hereof, the University shall pay to the Contractor the following: (i) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Procurement Officer, or (ii) if an appeal has been taken, the amount finally determined on such appeal.

- H. In arriving at the amount due the Contractor under this clause there shall be deducted (i) all unliquidated advance or other payments or account theretofore made to the Contractor, applicable to the terminated portion of this contract, (ii) any claim which the University may have against the Contractor in connection with this contract, and (iii) the agreed price for, or the proceeds of sale of any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the University.
- I. If the termination hereunder be partial, the Contractor may file with the procurement officer a claim for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the Contractor for an equitable adjustment under this clause shall be asserted within ninety (90) days from the effective date of the termination notice, unless an extension is granted in writing by the procurement officer.
- J. The University, may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this contract whenever in the opinion of the procurement officer the aggregate of such payments shall be within the amount to which the Contractor shall be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the Contractor to the University on demand, together with interest computed at the legal rate for the period from the date of such excess payment is received by the Contractor to the date on which the excess is repaid to the University; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of the retention or disposition, or such later date as determined by the procurement

officer by reason of the circumstances.

- K. Unless otherwise provided in this contract or by applicable statute, the Contractor shall, from the effective date of termination until the expiration of three (3) years after final settlement under this contract, preserve and make available to the University at all reasonable times at the office of the Contractor but without direct charge to the University all his books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this contract and relating to the work terminated hereunder or to the extent approved by the Procurement Officer, photographs, or other authentic reproductions thereof.

26. **TERMINATION FOR DEFAULT-DAMAGES FOR DELAY-TIME EXTENSIONS**

- A. If the Contractor refuses or fails to prosecute the Work or any separable part thereof, with such diligence as shall insure its completion within the time specified in this contract or any extension thereof or fails to complete said work within this time, the University may, by written notice to the Contractor, terminate his right to proceed with the work or the part of the work as to which there has been delay. In this event, the University may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work, the materials, appliances, and plant as may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any damage to the University resulting from his refusal or failure to complete the work within the specified time.
- B. If fixed and agreed liquidated damages are provided in the contract and if the University so terminates the Contractor's right to proceed, the resulting damage shall consist of such liquidated damages until a reasonable time as may be required for final completion of the work together with any increased costs occasioned the University in completing the work.
- C. If fixed and agreed liquidated damages are provided in the contract and if the University does not so terminate the Contractor's right to proceed, the resulting damage shall consist of these liquidated damages until the work is completed or accepted.
- D. The Contractor's right to proceed may not be so terminated nor the Contractor charged with resulting damages if:

1. The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the University in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the University, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
 2. The Contractor, within ten (10) days from the beginning of any such delay (unless the procurement officer grants a further period of time before the date of final payment under the contract), notifies the procurement officer in writing of the causes of delay. The procurement officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgement, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in the "Disputes" clause of this contract.
- E. If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in fault under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the University, be the same as if the notice of termination had been issued pursuant to the termination for convenience clause. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the University, the contract shall be equitably adjusted to compensate for the termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes".
- F. The rights and remedies of the University provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

27. **LIQUIDATED DAMAGES**

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

- B. For each day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the contract, the Contractor 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.

28. **GUARANTEES**

The contractor guarantees for a two (2) year period (unless a longer period is specified), commencing on the date fixed by the parties:

- A. That the work contains no faulty or imperfect material or equipment or any imperfect, careless, or unskilled workmanship.
- B. That all mechanical and electrical equipment, machines, devices, etc., shall be adequate for the use to which they are intended, and shall operate with ordinary care, and attention in a satisfactory and efficient manner.
- C. That he will re-execute, correct, repair, or remove and replace with proper work, without cost to the University, any work found not to be as guaranteed by this Section. The contractor shall also make good all damages caused to other work or materials in the process of complying with this Section.

29. **CENTURY COMPLIANCE WARRANTY**

The contractor warrants that the products provided or systems developed under this contract are century compliant. "Century Compliant" means that the product:

- A. Is able to process date data accurately - including date data century recognition, calculations that accommodate same century and multi-century formulas and date values (including leap year factors), and date data interface values that reflect the century - when used either in a stand-alone configuration or in combination with other century compliant products used by the State.
- B. Will not abnormally terminate its function or provide or cause invalid or incorrect results due to incompatibility with the calendar year. In addition to any other warranties applicable to this contract or any remedies otherwise available to the State, the contractor agrees to promptly repair or replace

any product furnished under this contract that is not century compliant, provided the State gives notice within a reasonable time following discovery of such failure.

30. **SALES TAX**

Suppliers, equipment and materials purchased in connection with the project/contract will not be tax exempt. The Contractor must include all applicable taxes in the bid response.

31. **PAYMENTS**

A. Application for payment shall be submitted on or about the 25th day of each month but not less than thirty (30) days after the "Work Initiation Conference" nor before ten (10) days of job operation (job shut-down days excluded).

B. In applying for payments the Contractor shall submit a statement, based upon the schedule, itemized in such form and supported by such evidence as the University may require, showing the Contractor's right to the payment claimed. Each invoice shall prominently display the Contractor's Federal Employers Tax Identification Number or (if he has no such number) his social security number, and the contract and project number.

1. In applying for all payments the Contractor shall pay all subcontractors, vendor and material suppliers within ten (10) calendar days of having received payment from the University/State. The Contractor shall submit in addition to the above a certificate that he will pay:

a. All labor to date.

b. All vendors and material suppliers in full for all items received.

c. All subcontractors in full, less the retained amount.

C. Invoicing: The Contractor shall provide the following invoicing services. Invoices shall reflect the price structure spelled out in Part V Form of Proposal.

Throughout the duration of any resultant contract, the Contractor shall

provide three (3) paper copies of each invoice, unless electronic invoicing is utilized. The invoice must contain the following minimum information:

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

Direct invoices to the following address:

University of Maryland
Facilities Management
Invoice Processing
1600 Service Building
College Park, MD. 20742

Or as indicated on Purchase Order or Contract

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

- D. Payment of University Obligations : Payments to the Contractor pursuant to this contract shall be made no later than thirty (30) days after the University's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, are prohibited. Electronic funds transfer (EFT) will be used by the State to pay Contractor(s) for Contracts with a value over \$200,000 and any other State payments due Contractor(s) unless the State Comptroller's Office grants Contractor(s) an exemption.

32. **NONDISCRIMINATION IN EMPLOYMENT**

The contractor agrees not to discriminate in any manner against any employee or applicant for employment because of sex, race, creed, color or national origin and contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices so saying that contractor does not discriminate against any employee or applicant for employment because of sex, race, creed, color or national origin.

33. **DRUG AND ALCOHOL FREE WORKPLACE**

The Contractor warrants that the Contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that the Contractor shall remain in compliance throughout the term of the Contract.

34. **SEXUAL HARASSMENT**

University of Maryland College Park is committed to maintaining a working and learning environment in which students, faculty, and staff can develop intellectually, professionally, personally, and socially. Such an environment must be free of intimidation, fear, coercion, and reprisal. The Campus prohibits sexual harassment. Sexual harassment may cause others unjustifiable offense, anxiety, and injury. Sexual harassment threatens the legitimate expectation of all members of the Campus community that academic or employment progress is determined by the publicly stated requirements of job and classroom performance, and that the Campus environment will not unreasonably impede work or study.

Sexual harassment by University faculty, staff, and students is prohibited. This constitutes Campus policy. Sexual harassment may also constitute violations of criminal and civil laws of the State of Maryland and the United States. For the purpose of this Campus policy, sexual harassment is defined as: (1) unwelcome sexual advances; or (2) unwelcome requests for sexual favors; and (3) other behavior of a sexual nature where:

- A. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or participation in a University-sponsored educational program or activity; or
- B. Submission to or rejection of such conduct by an individual is used as the basis for academic or employment decisions affecting that individual; or
- C. Such conduct has the purpose or effect of unreasonably interfering with an individual's academic or work performance, or of creating an intimidating, hostile, or offensive educational or working environment.

35. **NON-HIRING OF OFFICIALS AND EMPLOYEES**

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

36. **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 reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

NOTE: The financial disclosure form is available under "Public Disclosures" on the following web site: www.sos.state.md.us

37. **POLITICAL CONTRIBUTION DISCLOSURE**

The Contractor shall comply with the provisions of Article 33, Sections 14-101 through 14-104, Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State, a county, a municipal corporation or other political subdivision of the State, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws:

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

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

38. **REGISTRATION**

Pursuant to §7-201 et seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall register with the Department of Assessments and Taxation.

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

39. **EPA COMPLIANCE**

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

40. **OCCUPATIONAL SAFETY AND HEALTH ACT**

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

41. **RETENTION OF RECORDS**

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

42. **MULTI-YEAR CONTRACTS CONTIGENT UPON APPROPRIATIONS**

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise

made available; provided, however, that this will not affect either the University's rights or the Contractor's rights under any termination section in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the University from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The University shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

43. **DEFINITIONS (June 2002)**

- A. Approved Equal: Those supplies or services or compatible items of construction whose quality, design or performance characteristics are functionally equal or superior to an item specified.
- B. The Architect: A person registered in the State of Maryland to practice architecture and contracted by the University to prepare the contract documents for the designated project and to assist with bidding of the project and contract administration during the construction phase. The Architect has no independent authority to direct the contractor on behalf of the University.

Should no independent Architect have been appointed to prepare the contract documents or supervise the construction, then the University of Maryland is the agency referred to by the term "Architect". Whenever the contract documents are prepared by a registered Engineer in independent practice, and no architect is employed, all reference to Architect shall be construed to refer to the Engineer.

- C. Change Order: A contract modification signed by the responsible Procurement Officer, directing a Contractor to make changes which the changes clause of a contract authorizes the Procurement Officer to order with or without the consent of the contractor.
- D. Contract: The written agreement executed between the University and the successful bidder, covering the performance of the work and furnishing of labor, services, equipment, and materials, and by which the Contractor is bound to perform the work and furnish the labor, services, equipment and materials, and by which the University is obligated to compensate him therefore at the mutually established and accepted rate or price. The contract shall include the construction bid form, contract forms and bonds, general conditions, specifications, addenda, supplemental specifications, all

special provisions, all technical provisions, all plans and notice to proceed, also any written change orders and supplemental agreements that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof. (Said documents are sometimes referred to as the "contract documents").

- E. The Contractor: The person or organization having direct contractual relation with the University for the execution of the "Work". If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- F. Contract Time and Completion Date: The number of working or calendar days shown in the construction bid form indicating the time allowed for the completion of the work contemplated in the contract. In case a calendar date of completion is shown in the proposal, in lieu of the number of working or calendar days, such work shall be completed on or before that date.
- G. "The Owner" or "The University of Maryland" or "The University": Refers to the University of Maryland, an agency and instrumentality of the State of Maryland. In particular, the University refers to the campus or administrative unit of the University or its authorized representative that issues bid information relative to a particular transaction.
- H. Notice to Proceed: A written notice to the Contractor of the date on or before which he shall begin the prosecution of the work to be done under the contract.
- I. Payment Bond: The security in the form approved by the University and executed by the Contractor and his surety, and paid for by the Contractor, as a guarantee that he will pay in full all his bills and accounts for materials and labor used in the construction of the work, as provided by law.
- J. Performance Bond: The security in the form approved by the University and executed by the Contractor and his surety, and paid for by the Contractor, guaranteeing complete performance of the contract.
- K. Plans: The official drawings issued by the University as part of the contract documents, including those incorporated in the contract documents by reference.
- L. Procurement Officer: The person designated by the University to make decisions with respect to the administration of the work. He will be identified

at the job initiation conference.

- M. Subcontractor: As employed herein includes only those having a direct contract with the Contractor. It includes one who furnishes material worked to a special design according to the plans and specifications for the "Work". It excludes one who merely furnishes material not so worked.
- N. Surety: The corporate body bound with and for the Contractor, for the full and completed performance of the contract and for the payment of all debts pertaining to the work.
- O. Work: Work shall be understood to mean the furnishing of all labor, materials, equipment, services, utilities and other incidentals necessary to the successful completion of the project and the carrying out of all the duties and obligations imposed upon the Contractor by the contract.

44. **PARKING**

All Contractor employees working on projects under this contract will be required to park their vehicles in a parking area designated by the Department of Transportation Services located in Parking Garage #2, Building #202, Room #0107, telephone no. (301) 314-7201. Contractor shall be responsible for obtaining parking permits for private or company vehicles used on campus.

45. **CONTRACTOR REPORTING OF SUSPECTED CHILD ABUSE AND NEGLECT (FEB 2014)**

- 1. Maryland law requires persons who suspect child abuse or neglect to report it. Contractors must comply with the University System of Maryland Board of Regents VI-1.50 Policy on the Reporting of Suspected Child Abuse and Neglect. This policy, available at <http://president.umd.edu/policies/vi-150.html>, is incorporated into the Contract.
- 2. The University reserves the right to terminate the Contract if the Contractor fails to comply with this policy or, if the University judges Contract termination to be necessary to protect a child's safety or welfare.

END OF SECTION

PART IV
SPECIFICATIONS
AND
SCOPE OF WORK
ON-CALL WINDOW CLEANING

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DIVISION I – GENERAL PROVISIONS

A. IMPLEMENTATION:

1. **CONTRACTOR:** The intent of this procurement is to establish an On-Call Services for Window cleaning services to on an as needed basis. The Contract will be utilized for the Department of Facilities Management, Residential Facilities and its Service Center Locations as noted in Section 0100.
2. **AWARD:** It is the University’s intent to make multiple awards to General Contractors.
3. **IMPLEMENTATION:** The On-Call Contractors are to be awarded projects on the following basis:

Projects under \$30K

The University may elect to rotate among the selected On-Call Contractors on projects that are under \$30K. All Task Orders will be sent to the On-Call Contractor by the Procurement Office; the task order will confirm the scope of work, commencement and completion dates, time frames and bid price.

- a. The University may (i) prepare a written scope (specifications and/or drawings on which specifications noted) of work on each project inclusive of time frame/schedule; one (ii) may conduct a site visit with the On-Call Contractor.
- b. The on-call contractor will provide a competitive firm fixed lump sum Bid Price and a statement as to proposed time frame to complete the work (Proposal).
- c. Then a Task Order will be sent to the On-Call Contractor by the Procurement Office; this task order will confirm the scope of work, commencement and completion dates, time frame and bid prices.
- d. The University reserves the right to request a complete breakdown of materials (by item, price and quoted mark-up) and labor costs (by position, hours and quoted rate) for any project.
- e. The selected On-Call Contractor will complete work for a particular project under the bid price and will bill for actual costs for materials and equipment rental and subcontractors plus the quoted mark-up and actual hours worked per the quoted rates. In no instance will a project cost the

University more than the bid price unless the following occurs: additional scope added by the University, design changes, unforeseen conditions and/or delays by the University, all of which has been incorporated via a change order. If a project does exceed the bid price, the Contractor will be solely responsible for the costs in excess.

Projects over \$30K:

- a. The University or University Service Center location will (i) prepare a written bid with a scope (specifications and/or drawings on which specifications noted) of work on each project inclusive of time frame/schedule; (ii) may conduct a site visit with all available On-Call Contractors. Contractor(s) agree that all bid prices are valid for 120 days from the date of University receipt of the Bid.
- b. Lump Sum Bid: At the sole discretion of the University, projects done under this contract may be competitively bid amongst all available On Call General Contractors for a firm fixed lump sum price. If a project is done under this method, the successful on call general contractor would provide a schedule of values on which its progress payments will be based. The scope of work provided by the University would indicate how the on call general contractors are to bid the work – that is either as 1) Not-to-exceed time and material basis; or) a lump sum bid.
- c. Not-To-Exceed Bid: Each on-call contractor will provide a competitive not-to-exceed bid price and a statement as to propose time frame to complete the work (Time and Material).
- d. The University will select from the on-call contractors the contractor whose price and time frame best serves the University's interest and meets all University requirements. At that time, a Task Order will be issued to the On-Call Contractor by the Procurement Office; this Task Order will confirm the scope of work, commencement and completion dates, time frames and bid prices.
- e. The University reserves the right to request a complete breakdown of materials (by item, price and quoted mark-up) and labor costs (by position, hours and quoted rate) and/or schedule of values for any project.

- f. The selected On-Call Contractor will complete work for a particular project under the not-to-exceed bid price and will bill for actual costs for materials and equipment rental and subcontractors plus the quoted mark-up and actual hours worked per the quoted rates. In no instance will a project cost the University more than the bid price unless the following occurs: additional scope added by the University, design changes, unforeseen conditions and/or delays by the University, all of which will be incorporated via a change order. If a project does exceed the bid price and the above items weren't incorporated then the Contractor will be solely responsible for the costs in excess.
4. Work Initiation Conference (WIC): Contractors will be required to attend WIC's at the start of each project. The purpose of the WIC is to provide a systematic approach to the start of a project where all concerned parties (Construction Project Manager, Design Team, Construction Contractor(s) and client representative, etc) discuss and understand the priorities, schedule and coordination requirements of the project.
5. Progress Meetings: The contractors will be required to attend progress meetings. The purpose of the meetings will be to facilitate communication within the Project Team, both contractor and university personnel, related to project progress. Progress meetings will be scheduled generally every two weeks; however this may vary depending on the size, complexity and duration of a project.
6. Estimated cumulative dollar volume for this general contracting work is \$500,000.00 annually. All proposers are advised that such dollar volumes are **estimates only** and represent the total amount of work projected regardless of the number of contracts awarded. All proposers further understand and agree in providing such estimates, the University makes **no guarantee** that any or all of the estimated work will be assigned to the selected On-Call Contractor(s).
7. The project size average is \$10,000.00 through \$50,000.00.
8. All communications on projects after the award is made (issuance of Task Order) are to be directed to the designated Project Manager of FM/RF only. No instructions, directions, and information are to be given to the Contractor by any other University Personnel. All Change Order work shall **not** proceed until a Change Order to the Task Order is issued by the University Procurement Office confirming this additional work and the applicable additional cost.

9. If during the term of this contract, the On-Call Contractor(s) is (are) awarded other bid construction projects (i.e., General Contracting work, Construction Manager work or other work) at any of the institutions noted in Section 00100, it is expected that the Contractor will assign separate work crews and supervisory teams to all concurrent projects to insure that no job schedule is effected by inadequate manpower levels.
10. Any staff changes by the selected On-Call Contractor(s) in the Superintendent and the Project Managers must be reviewed and approved by the University via the **issuance of a contract modification prior to any reassignments being made.**
11. Liquidated Damages: The University reserves the right to establish liquidated damages (LD's) for specific projects. The University will inform the contractors on the Bid Form that will be sent out for all projects over \$50,000. Time is an essential element of all work that it is important that the work be completed as specified. For each day that any work shall remain uncompleted beyond the time(s) specified in the task order, the Contractor shall be liable for liquidated damages in the amount(s) provided for in the specifications, provided, however, that due account shall be taken of any adjustment of specified completion time(s) for completion of work as granted by approved task order change orders.
12. Performance and Payment Bonds: As indicated elsewhere in the RFP document, the On-Call Contractor will be required to provide a 100% Performance and Payment Bond on any project which exceeds \$100,000. These bonds must be submitted on the University provided forms. An intent award memo will be sent to the awardee with the bonds from the Procurement Office. **No work** is to proceed until these bonds are executed and returned to the University's Procurement Officer and a Task Order is issued. The costs for these bonds are to be included on the Contractors bid price. The contractor will have 10 days to return the Payment and Performance Bonds to the Procurement Officer after notice of intended award.
13. Performance evaluations will be conducted on all project task orders at the completion of each project. An unsatisfactory performance evaluation may render the contractor ineligible to participate in future projects.

END OF SECTION

DIVISION II – GENERAL SPECIFICATONS

1.01 SCOPE OF WORK

- A. The Contractor(s) shall provide all labor, supervision, materials, tools, and equipment and incidentals necessary to complete all work as shown on the contract documents for each specific project or as specified herein, including operation, installation and maintenance where so required. The water and water access used for cleaning will be supplied by the University when applicable. Contractor shall furnish all necessary labor (Supervisor, Staff Work) equipment (water fed poles, water filtration, ladders, buckets, etc.,) tools (squeegees, microfiber towels, etc.,) and materials (cleaning solutions) for cleaning all windows at specified buildings.
- B. The Contractor is to coordinate all work with his forces and any other trade Contractors as well as any contractors separately assigned by the University. The contractor shall be responsible for cleaning all existing exterior glass on each building to include, but not limited to, double hung, fixed and casement windows. The contractor shall clean the interior windows of all stairwells and high work areas in addition to the exterior windows. It is the responsibility of the contractor to close all windows and secure exterior doors at the end of each workday. Exterior doors may not be propped open at any time. Upon completion of the work, all screens and security screens shall be reinstalled and all windows shall be closed and locked. In some instances, the PM will need to provide clearance to remove the screen. Ledges, sills and frames are considered part of the window including platforms and beams in interior and exterior high reach areas (above 10 feet). Cleaning of outside sills and ledges includes, but is not limited to, bird droppings and other debris such as cobwebs. Contractor shall remove any debris that is allowed to drop to the ground prior to leaving the site.
- C. The Contractor shall complete his work in the time required by the University and in accordance with the requirements stated in the written scope of work or task order. A building tour shall be coordinated with the contractor(s) to document, in writing, any missing or damaged window screens or other building damage for which the contractor(s) will not be held responsible. In regards to ‘stuck’ or inoperable’ windows, the contractor will be required to notify the University, during the course of the work, of any stuck screens and tracks that are damaged. The University will determine if they want these screens repaired and whether or not these windows are to be cleaned.

- D. The majority of this window cleaning work be exterior done in occupied buildings and in some cases, with ongoing scientific research. The selected On-Call Contractor (s) will be required to take special care when working in such environments. Window screens are to be removed, cleaned, and reattached where screens are in good working order and designed for regular removal (no locking device/removed from the exterior) . The windows underneath also to be cleaned. Bolted, locked, secured, or other screens that are in good working order however, not accessible for each removal, can be sprayed cleaned (screen and window) where applicable. Any damage and/or restrictive screens (and window underneath) should not be cleaned and to be reported to UMCP.

Access to some windows will be limited depending in the Building. Some buildings may require more than one technique in order to reach all windows. Rappelling, lifts, cranes, scaffolding and other various exterior window cleaning techniques may be required by contractor for High Rise areas however, these techniques should be limited for Low Rise cleaning. Any lifts, cranes, scaffolding and other equipment must be approved prior to the contractor starting any work. There will be both low and high rise cleaning above 3rd floor.

The use of lifts is limited/prohibited at some areas of the University campus, including but not limited to landscape/irrigation areas. An approval must be done before starting work.

Contractor shall report the location of any active insect nests to UMCP. The contractor is not to move or remove beehives or any active insect nests.

Contractor will perform clean-ups of areas on a daily basis to remove debris from that day's work. Contractor shall not store cleaning equipment on University property when performing a multi-day cleaning job unless previously approved by UMCP. For lift storage overnight, if needed, prior approval is needed by UMCP.

- E. The work to be included under the General Contracting On-Call Contracts is as described, but not limited, the following Divisions. For further details go to <http://facilities.umd.edu> and select Campus Construction, On-Call General Contractors Specs for other requirements for working on campus at the bottom of the page and Division that are applicable:

DIVISION 1	GENERAL REQUIREMENTS
DIVISION 2	SITE CONSTRUCTION
DIVISION 3	CONCRETE
DIVISION 4	MASONRY
DIVISION 5	METALS
DIVISION 6	WOOD AND PLASTICS
DIVISION 7	THERMAL & MOISTURE PROTECTION
DIVISION 8	DOORS AND WINDOWS
DIVISION 9	FINISHES
DIVISION 10	SPECIALTIES
DIVISION 11	EQUIPMENT
DIVISION 12	FURNISHINGS
DIVISION 13	SPECIAL CONSTRUCTION
DIVISION 14	CONVEYING SYSTEMS
DIVISION 15	MECHANICAL
DIVISION 16	ELECTRICAL

1.02 PROTECTION OF ADJACENT FACILITIES AND PROPERTY

The Contractor is advised that the location of projects under this Contract will likely be in a congested area of the campus, subject to a heavy vehicular traffic and limited parking. Every precaution shall be exercised to protect people from injury and disruption of traffic from work performed. The Contractor will be required to provide a staging plan for each project at the Work Initiation Conference to show this is being taken into consideration.

1.03 LIFTING DEVICES FOR EQUIPMENT

Supply all cranes, lifts, hoists, etc., for the proper and efficient movement of all materials. All shall be provided with proper guides, bracing, safety devices, etc., as required by law and good practices. All associated workmen must be OSHA certified.

1.04 PROTECTION OF WORK, STORAGE AND TRANSPORTATION OF MATERIALS/EQUIPMENT

- A. All materials/equipment must be installed and/or stored indoors immediately upon arrival at the project site. If storage is required, a suitable space may be designated by the University. Not all sites will lend themselves to inside storage; therefore it is the contractor's reasonability to protect all materials/equipment. Under no circumstances shall materials/equipment be stored outdoors or in public areas such as hallways and corridors.
- B. Transportation: All materials/equipment shall be so crated, packaged, blocked and otherwise protected during transportation and handling to prevent damage of any kind. This shall include the provision of any necessary lifting devices or machines and skilled personnel to operate such machines.
- C. Protecting Work in Place: Provide all necessary protection of completed work to prevent any and all damage. Walk off mats shall also be required at the entrances and exits of all work sites. Masonite hardboard (1/4 inch thick) is required to protect the construction site flooring. Six (6) mil plastic sheeting is required to protect the surrounding area with dust/debris barrier, existing equipment (including lab equipment) and furniture and computers
- D. Prior to using any University elevator for transporting materials, the Contractor shall verify applicable load weights and insure proper loading of the elevator with the UMD elevator shop and Project Manager. The contractor will be responsible for the protection of the interior elevator finishes when transporting materials.

1.05 TEMPORARY WATER AND ELECTRICAL SERVICE

Unless otherwise specified in writing, the water, electricity or other utilities required to complete work assigned under this Contract will be provided by the University at no extra cost to the Contractor. The University may require Contractor to use their own hoses

No utility interruptions shall be initiated without the prior authorization of the Project Manager. The Project Manager is the only authorized person to arrange for utility shut down. The contractor must provide a minimum of ten (10) days advanced notice for any required outage.

1.06. CLEARING, CLEANING UP, & REMOVAL OF DEBRIS

- A. The Contractor shall at all times keep the premises free from the accumulation of waste materials and rubbish. All debris shall be removed by the Contractor as the work progresses on a daily basis and adhere to the following directions:
1. The University will provide a suitable container adjacent to the job site to receive all debris. The location will be coordinated with the University’s Project Manager.
 2. The Contractor shall separate all construction material landfill vs recycling and create a monthly report of disposal.
 3. The University will remove and replace the container as needed (where applicable).
 4. If suitable parking adjacent to the job is not available, the Contractor will be directed to deliver the materials to a designated location on or in close proximity to the College Park Campus.
- B. The Contractor shall be responsible for cleaning work areas as the work progresses. Woodwork, painted or decorated surfaces, finished floors, etc., shall be sponged or washed as necessary to remove plastering materials and prevent damage to finished surfaces.
- C. On completion of the work, areas shall be left thoroughly cleaned, free from abrasive or materials that may cause damage. The contractor shall patch and refinish to match all the existing areas damaged in conjunction with the work.
- D. The Contractor shall as a “Job Cost”, perform all sorting recycling services or material delivery to such designated areas as described above. The University is committed to make green and sustainable choices on campus. Including green cleaning, Facilities Management and Residential Facilities leads and participates in a number of sustainability programs and initiative to provide and support a safe, sustainable environment.

1.07. EMPLOYEE IDENTIFICATION

- A. Due to the nature of routine on-call work and required security, the Contractors shall obtain identification for all of his employees and Subcontractors that will be utilized. **EMPLOYEE IDENTIFICATION OF WORKMEN ASSIGNED TO THE UNIVERSITY PROJECTS SHALL BE VISIBLE AT ALL TIMES.** Shirts with the company name on them are acceptable.
- B. All vehicles and mobile equipment should be identified with the Contractors Name displayed in a highly visible manner.

1.08 TOOLS AND MOVEABLE EQUIPMENT

The Contractor shall furnish as part of his overhead cost included in the material mark-up percentage, all necessary protective equipment, concrete mixing boxes, water barrels, wheelbarrows, hoes, shovels, tools, mortar boards, ladders, tools, shop equipment and fabricating items customary to the trade, etc., and all other moveable equipment necessary to completing the work performed under this contract. The furnishing of tools shall include all maintenance, loss and breakage. Any equipment rental must be included in the bid price.

1.09 MATERIAL COSTS

Material costs which will be reimbursed to the Contractor shall be based on the cost of materials to the Contractor from his usual sources of supply with all usual trade practice discounts deducted. All cost discounts shall be deducted in determining materials costs. The Contractor shall provide equipment and material as specified by the University from sources at least cost to the University. Competitive quotations shall be secured wherever feasible and in all instances when requested by the University. Contractor will be required to provide copies of invoices and proof of payment when requested by the University. Contractor is responsible for receiving their own materials, including unloading of delivery trucks, checking deliveries, and transportation to the work area. University employees are not responsible for receipt of deliveries. The quoted mark-up for materials is to include all delivery/pick-up/handling costs associated with the material if a) delivered directly to job site by supplier; b) picked up by the On Call Contractor representative, or c) drawn from Contractor's warehouse stock.

1.10 UNIVERSITY'S RIGHT TO FURNISH MATERIAL AND EQUIPMENT

The University reserves the right to furnish materials/equipment. The Contractor will be reimbursed only for his labor cost used on the materials/equipment furnished. Any University materials/equipment not used on the project shall be

returned to University's stock for any applicable credit to project.

1.11 SUBCONTRACTS

Before any such Subcontracts are awarded, the University shall be furnished with complete information in writing as to the fees which would be paid to the Subcontractor. It is not the intent of the University to utilize Subcontractors for this work. If a subcontractor is utilized the Subcontractor shall furnish to the contractor the complete records as to labor and material cost and his fees. The University must approve in writing any subcontractors for this work. The Contractor(s) shall submit such records to the University with all requests for payment which include payment on such Subcontractors, when requested.

1.12 VEHICLES

The Contractor shall apply for a University permit through Campus Parking at 301-314-7275. All costs associated with parking shall be the responsibility of the contractors. The On-Call Contractor will be required to coordinate with the Project Manager on the loading and unloading of materials and where parking is allowed. In general, parking is not permitted in faculty/staff lots adjacent to the buildings and is not allowed on sidewalks, landscape areas, etc. www.transportation.umd.edu

1.13. SUPERVISION OF THE WORK

The Superintendent/Manager shall have general supervision and direction of the work which shall include, but not be limited to, the following:

- A. Determination of a work schedule for coordination of crafts.
- B. Project starting and completion dates.
- C. Inspect all work for compliance with University Standards & Project scope.

1.14 CODES AND PERMITS

All work performed under this Contract shall be in compliance with all applicable codes, standards, regulations, and permits and obtained if applicable

1.15 REQUEST FOR TEMPORARY USE OF KEYS BY CONTRACTORS FOR FACILITIES MANAGEMENT

- A. Building Security can issue keys for long term projects to the On-Call Contractors. A written authorization request shall be issued by the UM

Project Manager.

- B. On-Call Contractors can request from UM Project Manager to change existing core(s) to construction cores.
- C. Facilities Management/Work Control Center: On-Call Contractors can gain access by drawing keys and access card from the Work Control Center.
 - 1. Keys & Access cards are to be issued and returned on a daily basis, no exceptions.
 - 2. Keys & Access cards are not to be turned over to someone else to be returned.
 - 3. Individual signing out a key and access card is responsible for the security and return of that key and/or access card.
 - 4. Keys and access cards may be issued to On-Call Contractor with proper identification as long as written authorization has been received from Project Managers.
 - 5. Keys and access cards are not issued to sub-contractors.
- D. Individuals issuing and controlling keys are responsible for obtaining proper identification prior to issue of keys or access cards.
- E. University keys, in the possession of Contractors and/or Service Personnel, will not be loaned to others, tampered with or duplicated.
- F. All keys must be returned to the University prior to the final payment on any project.

KEYS FOR RESIDENTIAL FACILITIES

- A. The Contractor is responsible for picking up keys each day at the Service Desk. All keys including building entrance, elevator and roof access, keys which must be returned to the Services Desk at the end of each workday. The keys are not to be taken off campus.
- B. Keys will be issued as part of an approved key control device which shall be worn by the contractor's staff. In the event a key is lost by the contractor's staff, the University shall re-core affected areas, and the contractor shall be responsible for all costs associated with the

necessary re-coring. (Re-coring costs can be substantial as much as \$15,000.00 per building)

1.16 PERFORMANCE QUALITY

- A. Quality of work: Workmanship shall be equal in all respects to the best accepted standards of practice of the respective trade and shall be subject to University's approval. Work which is found to be deficient by the University or the University's representative shall be repaired or replaced by the Contractor at no additional cost to the University. Should the University determine that not all windows were cleaned or that not all the windows were cleaned per our specifications, the contractor shall be provided one opportunity to cure by cleaning those identified windows within a time frame designated by the University. Should the contractor attempt to cure and not be successful, the University and contractor may calculate the cost for the windows and deduct that cost from the contractor's invoice for that building. The final invoice will reflect any deduction.
- B. Materials and equipment shall be accurately assembled, plumb, true, properly aligned and securely fastened.
1. Unless otherwise noted, all materials furnished shall be new without any indication of damage or breakage. If normally packaged, they shall be brought to the site in original, unbroken, labeled containers.
 2. Brand names mentioned together with the phrase "or equal" indicate that another make of equal quality and suitability may be used subject to written approval by the University's Project Manager. Use of materials substitution during the bidding process must be submitted for approval seven (7) days prior to bid submission. **NO SUBSTITUTES WILL BE ALLOWED AFTER ISSUANCE OF TASK ORDER UNLESS REQUESTED BY THE UNIVERSITY ONLY.**
 3. Materials not specified but required shall be the best adapted for the purpose.
- C. Surfaces shall be in true plane, uniform in color and texture, clean and neat in appearance, with positive drainage.
- D. Install, apply and connect all materials and equipment per manufacturer's recommendations, directions, details and specifications.

- E. If details or specifications are in conflict with manufacturer's specifications, notify University before commencing work on item in question.
- F. Before starting work, inspect surfaces or work to which noted items are to be attached or applied and on which work is dependent for perfect workmanship or fit. Make corrections to such adjoining work as may be necessary. Immediately notify the University in writing, of any unsatisfactory condition. Initiation of work will indicate acceptance of conditions.
- G. Before starting work, Contractor shall tour the project with the University's representative and point out areas where there is damage or discrepancy which will not be addressed by the Work. Contractor shall photo document these areas once they have been brought to the University's attention, for their record.
- H. Promptly advise the University when features that are to remain are damaged or **destroyed in the course of work** or require relocation because of the Work.
- I. Fully check peculiarities, limitations of space available for installation of material/equipment. Make easily accessible all equipment which must be reached for operation and maintenance.

1.17 WORKMANSHIP, INSTALLATION, CONSTRUCTION

- A. All General Contracting work must be accomplished in as clean a manner as possible. The Contractor shall protect adjacent work and materials from damage; suitably cover when required. Immediately remove dirt, spots, and stains, there from. The Contractor must also:
 - 1. Keep site neat and orderly at all times.
 - 2. Keep areas where materials are stored neat and clean.
 - 3. Keep debris wetted to reduce dust.
 - 4. Remove any soiled or used rags, waste, rubbish, etc. from site every night. Take every precaution to avoid danger to students, faculty & staff.
- B. Preparation for Other Trades: When applicable, the Contractor must

prepare, construct, and reinforce work for installation or application of work of other trades.

- C. Areas for material storage will be designated by the University. The Contractor shall be responsible to provide locked enclosure to protect his materials/equipment from theft or vandalism. The University accepts no responsibility thereof.
- D. The Contractor shall attend meetings called by the University as required, for the purpose of justifying payment requests, for coordination of work within the project area, for inspection, selection and approval of mortar samples, and to maintain quality control.

1.18 SAFETY PRECAUTIONS

- A. Contractor shall provide and maintain all necessary temporary rails, walks, night lighting devices, as may be required to properly mark hazards and obstructions in general compliance with the contract. At the Work Initiation Conference, the Contractor shall provide a Staging Plan detailing the activities prescribed herein.
- B. Contractor must provide safe means of egress to and from buildings, including temporary walks and fences over uncompleted materials if deemed necessary.
- C. Contractor shall ensure circulation travel paths within the building are kept clear of all construction materials and debris, to include primary egress paths and other, secondary corridors.
- D. Contractor shall keep rubbish outside buildings to a minimum.
- E. Contractor must call "Miss Utility" at 1-800-257-7777 and University of Maryland Department of Facilities Management at least seventy two (72) hours prior to starting work on a project potentially impacting underground utilities.
- F. Contractor must protect drops and holes with barricades and night lights.
- G. Contractor should keep a first aid kit handy on each project site.
- H. Contractor must keep a fire extinguisher near welding and torches. **no welding shall take place without a UMD DES Hot Works Permit.**

- I Pedestrian and handicapped entry to all campus buildings shall be maintained by the Contractor at all times.
- J. The Contractor shall make every reasonable attempt to prevent the need for temporary closure of building entry points, by available means such as scheduling of work, etc.
- K. The Contractor and University's Project Managers shall agree to any temporary closure of a particular building entry point, and to the duration of such a closure.
- L. In the event of a temporary closure, adequate and reasonable measures must be taken by the Contractor to assure safe egress of pedestrian, handicapped, and service needs.
- M. If necessary, the Contractor shall move the construction fence to keep pedestrians away from the construction site. The Contractor shall move the construction fence, as required and as directed by University's Project Manager, to allow for campus use of portions of work deemed 100% complete, and suitable for pedestrian use.
- N. Contractor must comply with all MOSHA (Maryland Occupational Safety and Health) standards.

1.19 PROJECT CLOSEOUT

- A. Delivering Guarantees: The Contractor, shall, prior to final payment, submit to the Owner all guarantees and certificates of inspection and test delivery invoices, etc., as required by Contract Documents.
- B. Preparation of Punch List: When Contractor and Subcontractors have inspected work and have satisfied themselves that all work is substantially complete, the Contractor shall prepare for submission to the Owner in writing as requested for an Interim Inspection. If it is obvious that the Contractor and Subcontractor have not inspected the work, the Owner will withhold preparation of final "punch list" until all readily apparent faults and omissions have been corrected. Once project received final acceptance from the University's of Maryland Project Manager, contractor is expected to submit final payment within 90 days.

1.20 "AS BUILT" DRAWINGS

- A. Recording information: Contractor to record all changes and departures from design drawings and precise locations of underground and other

concealed work, recording them by ruled lines in red ink on a set of blue print drawings. When detail drawings are more effective, attach them to the drawings. Recording shall be made immediately after work is completed and not less often than weekly. Each recording must be dated.

- B. Before receiving final payment, Contractor shall deliver approved “As Built” drawings in good condition to the Owner for future reference.

END OF SECTION

DIVISION IV - RATES AND MARK UPS

1.01 CONTRACTOR'S LABOR RATES

- A. It is understood and agreed that the cost of all of the following items shall be included in the Contractor's Rates. These are not intended to be a complete listing. **There is no allowable mark-up for any Contractor's rates used in this contract (you cannot mark-up your rates when submitting a Change Order Proposals).**
1. Salaries of the Contractor's executive officers and office employees in whatever capacity employed, including such time as is spent at the job site or elsewhere in connection with the work, or time spent in consultation with University's representatives.
 2. Expenses incurred in conducting the Contractor's business and his offices wherever located.
 3. The Contractor's legal expense in connection with any work under the Contract.
 4. Premiums for Workmen's Compensation and Unemployment Insurance, Contractor's share of Social Security Payment, and other such expenses based on payrolls of labor performed in connection with the work under the Contract.
 5. Premiums for insurance for this Contract as required by the Specification or by the law to carry including Contractor's Liability, Property Damage, Vehicle Insurance on tools and equipment as stipulated in the Specifications.
 6. Fringe benefits for health and welfare, Workmen's Compensation insurance, vacations, holidays and pensions shall be furnished by the

Contractor.

7. Tools and construction equipment of all types including maintenance, loss and breakage as required to complete the work.
 8. Accounting records.
 9. All costs incurred by the Contractor in connection with the Guarantee as specified.
 10. Overhead of general expenses of any kind not expressly indicated in the Specifications.
 11. **All overhead and profit associated with labor.** (this supersedes and replaces “UMCP General Conditions of Contract Section 3 Scope of Work 3.07 Modification of Contract Price” dated February 2014)
 12. Trucking, including use of truck and all fuel, depreciating, maintenance, and repair costs (whether company owned vehicle or personal vehicle).
 13. Expense incurred in complying with the labor and equal opportunity provisions of the Contract.
 14. Travel costs for Contractor's business operation or employee's residence to job site of University (or applicable campus).
 15. Welfare funds such as vacation allowance or other fringe benefits which are included in the local prevailing wage rates by written agreement between Contractors and Labor Union, if applicable.
- B. The University will reimburse the Contractor as “labor cost” as follows”
1. Only for apprentices, journeymen, and trade or craft foreman at the scale or hourly cash wages as designated in the Contractor's RFP Price. Labor cost shall include all workmen directly employed for the project and shall include all items noted in A above.
 2. Contractor's Field Superintendent, when required, at the scale or hourly cash wages as designated in the Contractor's RFP Price. Labor cost shall include all workmen directly employed for the project and shall include all items noted in A above.

3. Contractor's Principal Coordinator and Project Managers, when required, at the hourly wages ad designated in the Contractor's RFP Price. Labor cost shall include all workmen directly employed for the project and shall include all items noted in A above.
- C. The University will not recognize any premium or incentive pay and no work shall be performed on an overtime basis or shift differential and no overtime pay or shift differential shall be included as a "job cost" unless the performance of such overtime or shift differential has been authorized by the University Project Manager and/or as agreed to in the submitted not-to-exceed price by the Contractor and/or as specifically required in the scope of work issued by the University it will be confirmed in writing by the University with a change order to the task order issued by the Procurement Officer. The overtime work shall be limited to work and time approved in advance of its performance and paid at the recognized premium rate.
- D. In the event an emergency exists which would require immediate overtime work, an authorized representative of the University shall be verbally notified by the Contractor immediately and if permission to perform this work is granted verbally, it shall be confirmed in writing by the University with a change order to the task order to be issued.
- E. Incentive payment or premium payments made to any employees by the Contractor either as permanent employee pay, subsistence or other pay in excess of the wage shall be at the expense of the Contractor and must billed as part of the quoted labor rates noted in A above.

1.02 "JOB COSTS" WHICH THE CONTRACTOR WILL BE REIMBURSED (Material, Subcontractor & Equipment Rental on a cost plus fixed percentage mark-up per the Contractor's Price Proposal).

- A. The net cost of all materials plus the fixed percentage mark-up will be applicable for payment. Applicable federal or state taxes on materials are to be a direct reimbursement; no mark up on tax is allowed. As well, delivery/shipping/freight charges from a carrier other than the Contractor, is to be a direct reimbursable with no contractor mark-up allowed. Delivery/shipping/freight costs associated with material picked up by Contractor's employee are to be included in that employee's hourly rate. Copies of actual invoices will be provided by the Contractor upon the request of the University however, the Contractor will be required to provide to the University with its Certificate of Payment and Application for Payment copies of applicable Purchase Orders for material costs.
- B. All payments made for subcontractors cost plus fixed percentage mark-up.

- C. Equipment rental will be handled same as "A" above.

1.03 RECORDS OF PROJECT COSTS TO BE PROVIDED BY THE CONTRACTOR

- A. Records: All the below listed items, records and reports shall be furnished to the University as required by the Contractor's office staff (the cost of which is included in the Contractor's quoted labor rates). See paragraph B. below as to documentation to be provided by the Contractor Certificates of Payment. When requested by the University, the Contractor is required to furnish any records within ten (10) days of the request. The following records shall be retained by the Contractor for three (3) years after completion of a project.

1. Purchase Orders and invoices for materials inclusive of tool rentals as well as proofs of payments (cancelled checks);
2. Subcontract agreements as well as proofs of payments (cancelled checks); and Payroll records for all of the Contractor's personnel inclusive of Project Managers, Field Superintendents, and trade people. Note - that payroll records for task orders which required prevailing wage rates are to be filed by the on call contractor as required directly with the Maryland Department of Labor, Licensing, and Regulation. The University is not responsible for submitting these records to DLLR.

B. Billing Format:

1. Contractor is to provide a schedule of values to the University for approval prior to the submission of the first progress billing.
2. With each Application for Payment, the Contractor is to attach the following backup information:
 - a. Copies of invoices and task orders (TO's) for material costs billed inclusive of transportation charges; if, however the materials used are not specifically purchased for such work but are taken from the Contractor's stock*, then in lieu of the invoices and T.O. the Contractor shall provide a written statement as to what these materials are, accompanied by an affidavit of the Contractor which shall certify that such materials were taken from the stock, that the quantity claimed was actually used, and that the price and

transportation of the materials as are claimed represent actual cost (Note: A properly completed Attachment G fulfills this requirement).

*Contractor's/Company Stock is defined as bulk purchases made by the contractor for its own stock to be used to provide material for numerous projects/customers. Examples include, but are not limited to, skid of plywood; truckload of drywall; cases of caulk/sealant, pallets of metal studs, etc. Items purchased specifically for University work are NOT considered company stock.

- b. Statement of labor costs inclusive of name, classification, total hours for each, rate and extension total for work performed by the Contractor's own forces.;
- c. Copy of any subcontractor's invoices which are applicable.

END OF SECTION

LOOSE FORMS PACKAGE - TECHNICAL

REQUEST FOR PROPOSAL

On-call Window Washing

RFP NO. 139589

MAJOR MILESTONE SCHEDULE

On-call Window Washing UMCP

Proposal No. 139589

Provide a brief, overall narrative description (developed in specific response to this proposal) of the proposer's proposed approach to this project. Note: Milestone Schedule may be attached separately.

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

KEYPERSONNEL FORM

On-Call Window Washing at UMCP

Proposal No. 139589

PROPOSER: _____

1. PERSON'S NAME: _____

2. POSITION TO BE ASSIGNED: _____

3. EDUCATIONAL BACKGROUND: _____

Institution	Degree/Diploma/Certificates	Major (if any) Date of Degree

4. EMPLOYMENT HISTORY:

4.1 CURRENT EMPLOYER'S NAME: _____

DATES OF EMPLOYMENT: _____

Position Held	Duration by Date

4.2 PRIOR EMPLOYER'S NAME: _____

DATES OF EMPLOYMENT: _____

Position Held	Duration by Date

4.3 PRIOR EMPLOYER'S NAME: _____

DATES OF EMPLOYMENT: _____

Position Held	Duration by Date

5. SIMILAR PROJECT/CONTRACT EXPERIENCE:

5.1 PROJECT TITLE: _____

PROJECT DESCRIPTION: _____

VALUE OF PROJECT: _____

START AND COMPLETE DATES: _____

KEY PERSON'S ROLE ON THE PROJECT: _____

OWNER CONTACT PERSON: _____

TELEPHONE #: _____

OWNER (ORGANIZATION/COMPANY NAME): _____

5.2 PROJECT TITLE: _____

PROJECT DESCRIPTION: _____

\$VALUE OF PROJECT: _____

START AND COMPLETE DATES: _____

KEY PERSON'S ROLE ON THE PROJECT: _____

OWNER CONTACT PERSON: _____

TELEPHONE #: _____

OWNER (ORGANIZATION/COMPANY NAME): _____

5.3 PROJECT TITLE: _____

PROJECT DESCRIPTION: _____

\$VALUE OF PROJECT: _____

START AND COMPLETE DATES: _____

KEY PERSON'S ROLE ON THE PROJECT: _____

OWNER CONTACT PERSON: _____

TELEPHONE #: _____

OWNER (ORGANIZATION/COMPANY NAME): _____

6. ACHIEVEMENTS/OTHER NOTATIONS/REMARKS (NOT REQUIRED):

NOTE: ATTACH ADDITIONAL SHEETS AS NECESSARY. NOTE ANY ATTACHED SHEETS IN REMARKS ABOVE.

GENERAL CONTRACTOR EXPERIENCE FORM
On-Call Window Washing
Proposal No. 139589

PROPOSER: _____ PROJECT NAME: _____ START DATE: _____ ORIGINAL COMPLETION DATE: _____ ACTUAL COMPLETION DATE: _____ AWARD PRICE: \$_____, FINAL PRICE \$_____ TIME EXTENSION DAYS: _____ MODIFICATIONS: \$_____, PERCENT (%) INCREASE _____ CONTRACT METHOD: ___ GC, ___ CM, ___ D/B CONTRACTOR'S CONSTRUCTION CONTRACT AMOUNT: \$ _____	PROJECT OWNER'S NAME: _____ ADDRESS: _____ CONTACT PERSON: _____ TELEPHONE NUMBER: _____ GENERAL CONTRACTOR'S FIELD REP: _____ GENERAL CONTRACTOR'S PROJECT MANAGER: _____ TOTAL GROSS SQUARE FOOTAGE: _____ Minimum of \$20,000.00
---	--

TRADES INCLUDED: (check all that apply)

- Mechanical (HVAC) and name system type: _____,
 Electrical,
 Carpentry,
 Plumbing,
 Drywall,
 Acoustical,
 Flooring,
 Painting,
 Telecommunications,
 Casework,
 Fire Protection,
 Masonry,
 Concrete,
 ATC,
 Carpeting,
 Window,
 Structural (Name type of structural system): _____,
 Other: _____

BRIEF, BUT DETAILED, DESCRIPTION OF THE PROJECT INCLUSIVE OF (1) TYPE OF PROJECT (NEW, ADDITION, RENOVATION, OFFICE, CLASSROOM ETC.), (2) SETTING AND (3) PROJECT SCHEDULE.	SIMILARITIES OF YOUR PROJECT TO THE SPECIFIED PROJECT:

--	--

NOTE: A TOTAL OF THREE (3) PROJECTS MUST BE SUBMITTED. COMPLETE A SEPARATE FORM FOR EACH PROJECT.

SUBCONTRACTOR EXPERIENCE FORM (If Any)
On-Call Window Washing
Proposal No. 139589

SUBCONTRACTOR: _____

ADDRESS: _____ TELEPHONE NUMBER: _____

PROJECT NAME: _____ START DATE: _____

ORIGINAL COMPLETION DATE: _____, AWARD PRICE: \$ _____, FINAL PRICE: \$ _____

ACTUAL COMPLETION DATE: _____, TIME EXTENSION DAYS: _____, MODIFICATIONS: \$ _____

TRADES INCLUDED: (check all that apply)

Mechanical (HVAC) and name system type: _____,
 Electrical,
 Carpentry,
 Plumbing,
 Drywall,
 Acoustical,
 Flooring,
 Painting,
 Telecommunications,
 Casework,
 Fire Protection,
 Masonry
 Concrete
 ATC
 Carpeting
 Window
 Structural (Name type of structural system): _____, Other: _____

BRIEF, BUT DETAILED, DESCRIPTION OF THE PROJECT INCLUSIVE OF (1) TYPE OF PROJECT (NEW, ADDITION, RENOVATION, OFFICE, CLASSROOM ETC.), (2) SETTING AND (3) PROJECT SCHEDULE.	SIMILARITIES OF YOUR PROJECT TO THE SPECIFIED PROJECT:

NOTE: A TOTAL OF one (1) PROJECTS MAY BE SUBMITTED. IF NEEDED, COMPLETE A SEPARATE FORM FOR ANOTHER PROJECT.

COMPANY PROFILE
Insert project name On-Call Window Washing UMCP
Proposal No. 139589

Company Name: _____

Date of Incorporation: _____, State of Incorporation: _____

Type of work performed (check all that are applicable):

- | | | |
|---|--|---|
| <input type="checkbox"/> General Construction | <input type="checkbox"/> Mechanical | <input type="checkbox"/> Asbestos Removal |
| <input type="checkbox"/> Concrete | <input type="checkbox"/> Electrical | <input type="checkbox"/> I.H. Monitoring |
| <input type="checkbox"/> Demolition | <input type="checkbox"/> Construction Management | |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Building Maintenance | |

Number of years in construction business: _____

Number of years in business under present name: _____

Other or former names under which your organization has operated:

Type of organization (i.e. corporation, partnership, individual joint venture, other):

Name of principal(s) and title(s): _____

Brief history of company: _____

Total number of employees: _____

Number of field employees (excluding supervisory): _____

Number of field supervisory personnel: _____

Number of office personnel (excluding supervisory): _____

Number of office supervisory personnel: _____

Bonding Co.: _____ Bonding Capacity: _____

ANNUAL SALES VOLUME / NUMBER OF PROJECTS

Insert project name On-Call Window Washing at UMCP

Proposal No. 139589

PROPOSER FIRM: _____

YEAR	SALES VOLUME	NUMBER OF PROJECTS COMPLETED	LARGEST PROJECT SIZE
	\$		\$
	\$		\$
	\$		\$
	\$		\$

CURRENT WORKLOAD

On-Call Window Washington - UMCP

Proposal No. 139589

PROPOSER: _____

Below find a list of the current projects on which our firm is committed, the dollar value of each, percentage completed and date of anticipated completion:

PROJECT NAME	DOLLAR VALUE	PERCENT COMPLETE	ANTICIPATED COMPLETION DATE

Based on this current workload, provide a description of the proposing firm's ability to accomplish the proposed services on this project within required time frame:

Current Workload (03/04)

1

- 12 -

- 12 -