

MORGAN STATE UNIVERSITY™

*ALL HIGHLIGHTED AREAS MUST BE COMPLETED PRIOR TO REVIEW



**REQUEST FOR TECHNICAL & PRICE PROPOSALS
FOR
STADIUM WAY SLOPE STABILIZATION**

Project Name: Slope Stabilization

Project Number: DCM-SWSS-23-1GC

e-Maryland Market Place Solicitation No.: BPM041784

PROSPECTIVE PROPOSERS (“PROPOSERS”) WHO OBTAINED THIS REQUEST FOR PROPOSALS (“RFP”) FROM ANY SOURCE OTHER THAN THE DIRECTOR OF PROCUREMENT OR AN AUTHORIZED DESIGNEE, SHOULD IMMEDIATELY PROVIDE THEIR NAMES AND EMAIL ADDRESSES TO THE MORGAN STATE UNIVERSITY OFFICE OF PROCUREMENT AND PROPERTY CONTROL (“ISSUING OFFICE”), TO ENSURE RECEIPT OF ADDENDA AND OTHER COMMUNICATIONS REGARDING THE RFP.

**Morgan State University
Office of Procurement and Property Control
Washington Service Center, Room 107
1700 E. Cold Spring Lane
Baltimore, Maryland 21251-0001
(443) 885-3074**

NOTE:

**ALL BUSINESSES, INCLUDING MINORITY, WOMEN-OWNED, AND SMALL BUSINESSES,
ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION**

KEY INFORMATION SUMMARY SHEET

Request for Proposals

Project Name: Slope Stabilization
Project Number: DCM-SWSS-23-1GC
e-Maryland Market Place Solicitation No.: BPM041784

RFP Issue Date: January 12, 2024

RFP Issuing Office: Morgan State University Office of Procurement and Property Control

Procurement Officer Juanita Singletary-Jones, Construction Contracts Manager

Office Phone: 443.885.4001
E-mail: Juanita.singletary@morgan.edu
Fax:443.885.8368

Mailing Address: Morgan State University
Office of Procurement and Property Control
HOEN Lithograph Building
2101 E. Biddle Street - Suite 1202
Baltimore, Maryland 21213
Attention: Juanita Singletary-Jones

Expression of Interest Issue Date: January 19, 2024

Pre-Proposal Conference: **January 19, 2024 @ 10:00 am**
University Student Center Room 210A

Site Visit: January 19, 2024 Immediately following the Pre-Proposal Conference

Deadline for Questions: February 1, 2024 @ 12:00 Noon

Closing Date and Time: **February 15, 2024 @ 2:00 pm**

Scope Reviews: **February 21, 2024 @ 9:00 am - 2:00 pm**

Contract Term: **15 Months to Substantial Completion**

Morgan State University is committed to ensuring that persons with disabilities have equally effective opportunities to participate in and benefit from Morgan State University's programs and services. Persons who may require reasonable accommodations pursuant to the Americans with Disabilities act of 1990 ("ADA") (42 U.S.C. § 12101 et. seq.) should contact the RFP Issuing Office at 443-885-3074 at least five (5) days prior to any meeting scheduled in connection with this RFP.

**MORGAN STATE UNIVERSITY
NOTICE TO OFFERORS**

To help improve the quality of proposal solicitations and to make our procurement process more responsive and "business friendly," we ask that you provide comments and suggestions regarding the enclosed RFP. Please return your comments with your proposal or "no proposal," response, as the case may be. Thank you for your assistance.

Proposal Number: DCM-SWSS-23-1GC
Titled: Stadium Way Slope Stabilization

I. If you have responded with a "no proposal" please indicate the reasons below:

- Other commitments preclude our participation at this time.
- The subject of the solicitation is not something we normally provide.
- We are inexperienced in the work/commodities required.
- The specifications are either unclear or too restrictive (Explain below).
- The scope of work is beyond our current capacity.
- Doing business with Maryland Government agencies is simply too complicated (Explain below).
- We cannot be competitive (Explain below).
- Time allotted for completion of the bid/proposal response is insufficient.
- Startup time is insufficient.
- Bonding/Insurance requirements are prohibitive (Explain below).
- Minority Business Enterprise ("MBE") requirements (Explain below)
- Proposal requirements (other than specifications or scope) are unreasonable or too risky (Explain below).
- Prior experience with Morgan State University contracts was unprofitable or otherwise unsatisfactory (Explain below).
- Payment schedule too slow.
- Other: _____

II. If you have submitted a proposal, but wish to offer suggestions or express concerns, please use the remarks section below.

Remarks: _____

Offeror Name: _____

Contact Person: _____

Signature: _____ Date: _____

Address: _____

E-Mail: _____

Telephone: _____ Fax: _____

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APPENDICES

(Complete and submit the required documents with your proposal)

In the attachments listed below, all capitalized terms used and not otherwise defined shall have the same meanings that were assigned to them in this RFP.

1. Attachment A	MBE Affidavit(s) Labeled D-1A thru D-5 (Submit w Proposal)
2. Attachment B	Price Proposal Form (Submit w Proposal)
3. Attachment C	Bid/Proposal Affidavit (Submit w Proposal)
4. Attachment D	Conflict of Interest and Disclosure Affidavit (Submit w Proposal)
5. Attachment E	Contract Affidavit (Submit w Proposal)
6. Attachment F	Experience Form (Submit w Proposal)
7. Attachment G	Addendum Acknowledgment Form (Submit w Proposal)
8. Attachment H	Construction Agreement (For Informational Purposes Only)
9. Attachment H-1	Mandatory Contractual Terms and Condition Acknowledgement and Acceptance Notice (Submit w Proposal)
10. Attachment I	Bid Bond (Submit w Proposal)
11. Attachment J	W-9 Form (Submit w Proposal)
12. Attachment K	Performance Bond
13. Attachment L	Vendor Electronic Funds Transfer (EFT) Registration Request Form (Submit w Proposal)
14. Attachment M	E-Maryland Marketplace Registration Verification Form (Submit w Proposal)
15. Attachment N	Payment Bond
16. Attachment O	Not Used

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| 17. Attachment P | Not Used |
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| 19. Attachment R | Not Used |
| 20. Attachment S | Not Used |
| 21. Attachment T | Technical Proposal Form (TP-1) |
| 22. Attachment U | DLLR Prevailing Wage Rates dated 1.11.24 |

SECTION 00000

SOLICITATION SCHEDULE

BIDDING SCHEDULE	DAY	TIME
RFP Published	January 12, 2023	COB
Expression of Interest	January 18, 2024	COB
Pre-Proposal Conference	January 19, 2024	10:00 am
Last Day of Questions	February 1, 2024	12:00 noon
Responses to Questions Published	February 6, 2024	COB
Technical and Price Proposals Due	February 15, 2024	2:00 p.m.
Scope Reviews	February 21, 2024	9:00 – 2:00 pm
BAFO (If needed) Due	February 29, 2024	2:00 pm
Agenda Item to the BPW	March 18, 2024	12:00 p.m.
Board of Public Works	April 3, 2024	10:00 a.m.
Initiation Meeting	April 4, 2024	TBD
NTP Issued	April 4, 2024	
Location of Pre-Proposal Conference:	University Student Center Room 210A 1700 E. Cold Spring Lane, Baltimore, MD 21251	

PRELIMINARY PROJECT SCHEDULE

Kick Off Meeting	April 5, 2024
Substantial Completion	June 30, 2025
Final Completion	September 30, 2025
Delivery of As-Built Documentation	October 31, 2025

Duration to be 15 months to substantial completion.

Important Dates

- Spring Concert – May (Sunday)
- Spring Graduation – 3rd Sat May (**NO Work Day**)
- Freshman Move In – August – 2 Weekends (**NO Work Days**) **Dates TBD**
- Student Move In – August During the week between weekends
- Start of the Fall Semester – 3rd Week August
- Homecoming – October (**Saturday NO Work Day**) Activities also held during the week
- Winter Concert – December – Sunday Date TBD
- Fall Graduation – December
- University Winter Break – December – Early January

Work shall not occur on the “Important Dates” listed below, unless previously approved by the University.

LIQUIDATED DAMAGES

Liquidated Damages are established at \$500 per calendar day if the project is not substantially completed by the day above or if the project is not completed by the final completion date listed above.

END SECTION 00000

**SECTION 00001
INSTRUCTIONS TO OFFERORS**

1. SUMMARY

Morgan State University a 170.28-acre urban campus, (excluding: Lake Clifton 58.92 acres, Morgan View (a 13-acre site located a quarter mile west of the campus, developed with housing alternatives and the Lillie Carroll Jackson Museum located in Bolton Hill)) is located in the northeast quadrant of the City of Baltimore, approximately 4 miles north of the Inner Harbor. The campus is approximately 5 miles south of I-695 (via Hillen Road), 3.5 miles east of I-83 (via Cold Spring Lane) and 3.5 miles northwest of I-95 (via Moravia Road/Cold Spring Lane). Land surrounding the campus is predominantly residential with attractive, established neighborhoods. The Herring Run and Chinguapin Run Stream Valleys, a steep wooded ravine, define both the eastern and northern edges of the campus; the city-owned Montebello Water Filtration Plant and Lake Montebello, located south of Argonne Drive mark the University's southern edge and creates an attractive suburban setting for the campus. The main campus is divided into sectors: North Campus, the Academic Quad, Morgan Commons, West Campus and South Campus.

The current campus inventory represents a total of approximately 3,568,464 GSF, which includes twenty-two (22) academic facilities, thirteen (13) student support and auxiliary facilities, such as residence halls and a student union, and ten (10) institutional support facilities.

Morgan is building to achieve a Carnegie Research designation of High Research R1 level within the next 10 years. Health and Human Services is under construction and anticipated opening for the Fall 2024 semester with the new Science Building for Biology and Chemistry opening of the Fall 2027 semester.

Buildings on campus, though they tend to be for specific needs they remain flexible for the future and alternate configurations.

LEED and Energy Sustainability / Efficiency: Campus has been and continues to strive for energy efficiency and sustainability regardless of a LEED designation. To date, we have 3 LEED Gold and 1 LEED Silver buildings. The goal is to strive for Gold, minimum Silver.

Morgan is partnered with Maryland Clean Energy Center (“MCEC”) and Siemens for energy sustainable systems and operations and inclusive of the fire systems and controls.

2. GENERAL:

The University seeks a General Contractor with a thorough understanding of and experience for stabilizing roads and “stream” slopes (soil nailing, etc.). Stadium Way (also known as Campus Way) is a two-lane road with parking that runs between Argonne Drive and Cold

Spring Lane on the eastern portion of campus. Stadium Way is a major through fare between these roads. It provides access to services residential buildings, the stadium, structured and surface parking, the dining hall, student center. Stadium Way also serves Baltimore City Police North East Station. The Herring Run stream bed is approximately 80 feet lower than the road and is at the bottom of a steep slope.

It is anticipated the project will impact Baltimore City's Department of Recreation and Parks (land entry and forest), the US Corps of Engineers / EPA (water ways of the US) and the state of Maryland Department of the Environment (MDE, Storm Water Management). Access into the Herring Run Steam may be limited during certain times of the year.

Stadium Way may be partially shut down, but one lane must remain open. Full closures would be event related and for a short period of time likely at nights or weekends as long as there are no campus weekend activities.

Stadium Way has deteriorated as a result of the hillside sloughing down to the Herring Run below.

The generic scope of work is to stabilize/rebuild the slope from Stadium Way to the Herring Run, rebuild Stadium Way (from the police station to the end of the stadium), replant the slope, utility work, road striping/signage, traffic and pedestrian signage and management, and protection of the Herring Run. Other work includes but is not limited to; providing temporary construction access, maintenance of traffic, gabion basket replacements/reinforcements, road repairs/replacement/rebuilding, slope repairs (soil nailing (or an another approved method), slope realignment, green slope stabilization (trees, shrubs, other green and stabilizing materials)), gabion baskets and repairs, storm water management procedures, protections as necessary, rebuilding/replacing parking, sidewalks, planters, guard rails and fencing, etc.

Contractor shall: verify the existing elevations of the impacted area, survey and verify all utilities and their conditions (camera applicable (storm) utilities) in the vicinity or that may be impacted, access path(s) advise of any discrepancies from the contract documents.

Maintenance of Traffic in accordance of the Contract documents shall include flag people as appropriate and required to provide for safe traffic and pedestrian movement.

Remove any debris as there is no storage space available to an appropriate and approved dump site. Parking of no-essential vehicles may be directed to Lake Clifton campus.

Utilities shall remain in operation at all times. The construction site shall be fenced off for safety purposes and shall remain lit during non-day light times.

Implement and follow all MDE/SWM procedures\protocols and requirements.

Herring Run: The Herring Run is an active water way of the US eventually flowing into the Inner Harbor. Special care should be taken as the flow and force of the water can change rapidly

pending on the weather. In addition, there may be spawning restrictions dictated by the state or federal government.

Project Site: Stadium Way is located on the east end of campus and is a major throughfare between Cold Spring Lane and Argonne Drive. It is access to various campus structures (see General for more details). Parking is at a premium on campus, the minimum amount of parking as possible should be taken out of services to accommodate the construction.

Project Location: Same as Project Site.

Funding: Funding for construction will be the state's deferred maintenance capital program.

Cash Flow: Provide a cash flow ten days after receiving Notice to Proceed and update if necessary.

Prevailing Wage: Maryland Prevailing Wage applies.

Community: The surrounding residential communities of Baltimore City are important partners to the University. The construction should give special consideration to traffic impact, noise/vibrations that will occur during construction.

Loud Noises: Loud construction noises cannot occur prior to 8:00am or after 10:00pm due to adjacent residential facilities.

Existing Facility Access: Access must be maintained to the Baltimore City Police Station and Morgan's two interior roads that service the garage, student center, construction site of Thurgood Marshall residence, the Student Center Garage, Student Center, Hughes Stadium, the Health Center and the construction site for Baldwin / Cummings / Science (at the Washington Service Center).

Construction – Other: Other construction will be occurring during this work (New Science (corner of Cold Spring Lane and Argonne Drive) to the interior Road (Opens Fall 2027/2028)), and Thurgood Marshall Residential (adjacent to the police station from Argonne Drive (Opens Fall 2024)), Baldwin/Cummings, adjacent to Science (Opens 2024).

NOTE: The scope of work depicted in the RFP is general with additional information provided in the contract documents.

1. Project Details

The slope stabilization is to stabilize the slope from Stadium Way to the Herring Run. Work is in accordance with the contract documents and in summary includes but is not limited to the following, which is not listed in any particular order.

- Slope Stabilization System / Soil Nail, adjust slope, gabion basket replacement/reinforcement
- Maintenance of Traffic
- Safety Barriers
- Signage, Temporary and Permanent
- Excavation / Regrading / Engineered Slope
- Stream Protection
- Remove / Replace Landscaping
- Remove / Replace Hardscape
- Rip Rap
- Road Re-Build/Asphalt / Striping
- Fencing / Stone Piers
- Timber Guard Rail
- Curb / Gutter
- Provide and Remove Construction Access Road
- Utility Work / Storm Drainage / Relocate Lighting
- Inclinometer
- Add of 4 - 4" Ducts in Stadium Way (**Price as Alternate**)

Hazardous Materials: The removal of the hazardous materials is required as outlined in the contract documents. Contractor is to provide Hazmat removal reports as required. **NO HAZARDOUS MATERIALS ARE ANTICIPATED FOR THIS PROJECT.**

Substantial Completion for all work shown in the Contract Documents is as noted in the Solicitation Schedule, Section 00000.

As-built documentation and final surveys of existing conditions will be extremely important as this information will be used to continue to document the historic elements of the University.

Offeror shall be required to hire any surveyors and third-party inspectors as required. Offeror shall also be required to pay for any specialty permits. Any hot work permits shall be issued/coordinated with the University Office of Safety Health and Environment (OSHE) through Design & Construction's Project Manager.

The Contract will govern all phases of this project. The University's Standard Form of Construction Contract is an example only and is provided with this solicitation as a sample of the form of agreement to be executed between the University and the Offeror selected because of this solicitation. The final agreement will reflect commitments made by the Offeror in their Price Proposal/bid.

The University anticipates having a contract in place with the successful Offeror on or about the date noted in the Solicitation Schedule, SECTION 00000.

4. ISSUING OFFICE

The Issuing Office is:

Department of Procurement and Property Control
Mailing Address:
Morgan State University
1700 E. Cold Spring Lane
Baltimore, Maryland 21251

Procurement Officer: Juanita Singletary-Jones
Phone: 443-885-3074
Fax: 443-885-8368
Email: Juanita.Singletary@morgan.edu

The Issuing Office shall be the sole point of contact with the University for purposes of the preparation and submittal of proposal in response to this solicitation.

All questions regarding this solicitation shall be directed to the Issuing Office.

5. PRE-PROPOSAL CONFERENCE/SITE VISIT

1. A site visit will be held on the date and time noted in the Solicitation Schedule.
2. A walk through of the Project site will be conducted as a part of the Pre-Proposal Conference immediately following the meeting portion of the agenda.
2. Attendance is NOT Mandatory but is STRONGLY suggested.

6. PROPOSAL DUE DATE AND TIME

1. **TECHNICAL AND PRICE** Proposals shall be submitted **ELECTRONICALLY** to the Issuing Office no later than the date and time specified in the Solicitation Schedule.
2. Proposals and any other related documents shall be emailed to the Procurement Office's Representative at the email address specified under Item 4 - Issuing Office.
2. Offers or unsolicited amendments to the proposals arriving after the due date and time will not be considered.

7. 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 considered late and shall not be considered. Delivery of the proposal to the specified location by the prescribed time and date is the sole responsibility of the Offerors. Exceptions may be authorized, at the sole discretion of the Procurement Officer, when the reason for the later 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, modification of a proposal shall be made in the appropriate procurement file.

8. MODIFICATIONS AND WITHDRAWAL OF PROPOSALS

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

9. QUESTIONS AND INQUIRES

Should an Offeror find discrepancies in the Request for Proposal ("RFP") documents, be in doubt as to the meaning or intent of any part thereof, he must, not later than ten (10) working days prior to the proposal due date, request clarification in writing from the Issuing Office. Failure to request such clarification is a waiver to any claim by the Offeror for expense made necessary by reason of later interpretation of the RFP documents by the University. Requests shall include the RFP number and name.

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

10. RIGHT TO REJECT PROPOSALS AND WAIVE INFORMALITIES

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

11. IRREVOCABILITY OF PROPOSALS

The fee proposals for the phase(s) of this Project are incorporated in the Contract at initial award shall be irrevocable for one hundred and twenty (120) calendar days from the final fee proposal due date. This period may be extended by written mutual agreement between the Offeror and the University.

The fee proposal for the phase(s) of services that are not incorporated in the Contract shall remain irrevocable until approval by the University of the modification(s) to the Contract to incorporate these phase(s).

12. LICENSES AND REGISTRATIONS

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

13. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straight forward, concise description of the Offerors proposal to meet the requirements of the solicitation, Refer to SECTION 00005 Proposals, Evaluations and Forms of this Request for Proposal for information on submittal of the proposal.

14. UNABLE TO PROPOSE

If an Offeror has expressed an interest in this RFP and is subsequently unable or unwilling to submit a technical proposal in response to the requirements, the Offeror is requested to indicate such in writing to the Procurement Officer on or before the proposal due date. Hard copy, facsimile and electronic mail are acceptable. Please include a brief explanation of the rationale of non-submission of a technical proposal.

15. PUBLIC INFORMATION ACT NOTICE: CONFIDENTIAL/PROPRIETARY INFORMATION

Offerors should give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10 Subtitle 6 of the Annotated Code of Maryland. Proposals are not publically opened. Offerors 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 entire proposal with a proprietary statement).

16. ARREARAGES

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

17. ELECTRONIC FUNDS TRANSFER (EFT) - (Applies to contracts over \$200,000)

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

18. PROPOSAL AFFIDAVIT

The Proposal Affidavit included with this solicitation must be executed by each responding Offeror and submitted with the Offerors Technical Proposal.

19. JOINT VENTURE OFFERORS

1. If the Offeror is a joint venture firm, the Offeror must provide all identification information for all parties and all requirements for all parties (i.e., licenses, insurance, etc.) as requested. As part of the Technical Proposal submission, the Offeror must identify the percentage partnership for each joint venture party and the responsibilities of each joint venture party with respect to the scope of services/work inclusive of the requirements for each entity based on such services as described in this RFP.
2. If the selected AE is a joint venture firm, all joint venture parties will be held responsible for the Contract obligations separately and severally.

20. ACKNOWLEDGEMENT OF ADDENDUMS

Any amendments to this solicitation must be acknowledged by persons and entities known to have been issued or otherwise received the solicitation. Acknowledgement of Receipt of Addendum Form, is provided with this Request for Proposal, and shall be submitted with the Technical Proposal.

21. INCURRED EXPENSES

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

22. COMPLIANCE WITH LAW

By submitting a Technical Proposal in response to this RFP, the firm, if selected for award, agrees that it will comply with all federal, state, local, health, and fire laws and codes applicable to its activities and obligations under the contract

23. ACCEPTANCE OF TERMS AND CONDITIONS

By submitting a Technical Proposal in response to this RFP, the firm, if selected, shall be deemed to have accepted all terms, conditions and requirements set forth in this RFP.

24. MANDATORY CONTRACTUAL TERMS

By submitting a Technical Proposal in response to this RFP, the firm, if selected, shall be deemed to have accepted all terms, conditions and requirements set forth in the Standard Form of Agreement with General Contractors included in the solicitation package. (Enclosed for Informational Purposes Only).

25. MARYLAND PUBLIC ETHICS LAW, TITLE 15

1. The Maryland Public Ethics Law prohibits, among other things: State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from (i) submitting a bid or proposal, (ii) negotiating a contract, and (iii) entering into a contract with the governmental unit with which the individual is affiliated per the Maryland Code, State Government Article §15-502.
2. If the Offeror has any questions concerning application of the State Ethics Law to the Offerors anticipation in this procurement, it is incumbent upon the Offeror to seek advice from the Maryland State Ethics Commission: 9 State Circle, Suite 200, Annapolis, Maryland 21401, Phone 410-260-7770 or 877-669-6085.
3. The Procurement Officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The Procurement Officer may require the Offeror to obtain advice from the State Ethics Commission and may reject a bid or proposal that would result in a violation of the Ethics Law.
4. The resulting Contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the vendor or any State of Maryland employee in connection with this procurement.

26. DISCUSSIONS

The University may elect to engage in discussions with one or more Offerors on issues involving technical proposals submitted, at any time prior to the opening of the Price Proposals.

The University may elect to engage in discussions with the Offerors regarding the Price Proposals to determine the best scored Offeror.

27. DEBRIEFING OF UNSUCCESSFUL OFFERORS

A debriefing of an unsuccessful Offeror may be conducted upon written request submitted to the Procurement Officer within ten (10) calendar days of the time at which the Offeror knew, or should have known, that its proposal was unsuccessful. The debriefing will be oral and will be limited to a discussion of the unsuccessful Offerors proposal only and will provide information on areas in which it was deemed weak or deficient. The debriefings may NOT include discussion of a competing proposal and may NOT include discussion regarding the thoughts, notes or ranking from any individual.

28. INSURANCE COVERAGE REQUIRMENTS

1. Professional Liability Insurance: The AE shall obtain professional liability insurance in the amount specified, and shall maintain it from the date of the Contract and through ten (10) years after final acceptance of the Project by the University.
 - a. The firm recommended for appointment will be required to submit evidence of professional liability insurance coverage by submitting a photo copy of the complete insurance policy and a certificate/memorandum of insurance in the amount of \$1 Million per \$10 Million of Project Value prior to execution of the Contract. Such liability insurance shall remain in effect through design, construction, and ten (10) years after final acceptance by the University of the Completed Project.
 - b. Firms recommended for appointment that have entered into a joint venture agreement will be required to submit evidence of professional liability insurance coverage by submitting a photo copy of the complete insurance policy of \$1 Million per \$10 Million of Project Value prior to execution of the Contract value by submitting a photo copy of the complete insurance policy and a certificate/memorandum of insurance in the name of the joint venture; or each party to the joint venture must submit a photo copy of the complete insurance which specifically endorses the joint venture coverage.
 - c. Evidence of the joint venture coverage by each of the parties to the joint venture agreement shall be submitted by attaching to the insurance policy or certificate/memorandum of insurance, a copy of the endorsement indicating that the firm has taken the proper action to add the joint venture coverage to the individual policy; or verification that the joint venture endorsement has been issued. The verification shall be included in the complete insurance policy submitted. Project insurance will be considered.
2. General Liability Insurance: The AE shall obtain general liability insurance in an amount not less than \$1,000,000, and shall maintain it from and after the date of the Contract and

through two (2) years after final acceptance of the Project by the University. Such insurance shall include a contractual liability endorsement.

3. Workers' Compensation Insurance: The AE shall obtain Workers' Compensation Insurance per statutory requirements.
4. As a condition to the Contract, the AE shall deliver to the University, not later than the date of execution of the Contract, a certificate of insurance verifying compliance with the above insurance requirements. Such certificates/memoranda shall also provide for notice to the University not later than thirty (30) days prior to the expiration or cancellation of the referenced policy.
5. Any and all insurance obtained and maintained by the AE under this Contract shall indicate, in form satisfactory to the University that the University may make a claim against such insurance. Failure to do so shall be a material breach of the Contract.
6. In the event that the AE terminates as a business entity, for any reason whatsoever, or in any manner whatsoever, the AE shall obtain and provide for the maintenance of professional liability insurance, specifically covering the AE's obligations performed or to be performed under this Contract, in the amount set forth herein for the remainder of the time set for the herein.
7. The amounts of insurance coverage specified in this agreement shall be the minimum amount of available insurance to satisfy claims. A policy which allows the costs associated with investigating, management or defense of any claim, or any other cost incurred by the insured or the insurance carrier, to be deducted from the policy limits is not acceptable.

29. TERMINOLOGY

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

END OF SECTION 00001

SECTION 00002
MINORITY (MBE)/SMALL BUSINESS RESERVE

1. SUMMARY

2. MINORITY BUSINESS ENTERPRISE

Minority Business Enterprises ("MBE's") are encouraged to respond to this solicitation. A **FIFTHTEEN PERCENT (15%)** MBE subcontracting requirement has been established for this project. MBE prime contractors shall comply with the subcontracting requirement. It is the stated policy of MSU to encourage subcontract and prime MBE participation on all contracts where applicable. By submitting a response to the solicitation, the Offeror agrees that Maryland Department of Transportation ("MDOT") MBE's will perform this amount of the contract. MBE's certified by MDOT, are encourage to attend the Pre-Proposal Conference and Site Visit. Maryland firms are encouraged to respond to this solicitation. It is strongly encouraged to engage MBEs and Small Business firms to have an opportunity at either the demolition and/or new construction phase.

“Liquidated Damages. The contract requires the contractor to comply in good faith with the Minority Business Enterprise (“MBE”) Program and contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not comply in good faith with the requirements of the MBE Program and MBE contract provisions. The parties further acknowledge and 1 §9-305(b) (2), State Government Article, Maryland Annotated Code. 2 §9-305(b) (3), State Government Article, Maryland Annotated Code. Page | 2 Last Updated: 11.04.2020 agree that the damages the State might reasonably anticipate to accrue as a result of such lack of compliance are difficult to ascertain with precision. Therefore, upon issuance of a written determination by the State that the Contractor failed to comply in good faith with one or more of the specified MBE Program requirements or contract provisions, the Contractor shall pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation. a. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$ required. per day until the monthly report is submitted as b. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$ per MBE subcontractor. c. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for the specific MBE firm and the dollar value of the work performed by that MBE firm for the contract. d. Failure to meet the Contractor’s total MBE participation goal and sub-goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE Participation Schedule and the MBE participation actually achieved. e. [DO NOT INCLUDE IN CONTRACTS THAT ARE SUBJECT TO SECTION 15- 226 OF THE STATE FINANCE AND PROCUREMENT ARTICLECONSTRUCTION CONTRACTS- PROMPT PAYMENT OF SUBCONTRACTORS]. Failure to promptly pay all undisputed amounts to a subcontractor in full compliance with the

prompt payment provisions of the Contract: \$ subcontractor is paid. per day until the undisputed amount due to the Notwithstanding the use of liquidated damages, the State reserves the right to terminate the contract and exercise all other rights and remedies provided in the Contract or by law.”

END OF SECTION 00002

SECTION 00003
DEFINITIONS

DEFINITIONS

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

- AE Firm: The Architect/Engineer, Architect or Engineer of Record and its consultants
- Addenda or Addendum: Refers to an addition and/or supplement to the Solicitation Documents issued in writing by an authorized agent or Project Manager of the University prior to the Proposal Due Date and Time stated in the Request for Qualifications and Proposals. (A Post Proposal Addendum refers to changes, additions and/or supplements to the Solicitation Documents issued in writing by an authorized agent or Project Manager of the University after the Proposal Due Date and Time, which are to be reflected in a revised Proposal).
- Agreement: The agreement between the University and the AE
- Change Order: A written amendment or modification to the Contract issued by the University subject to the conditions and procedures set forth in the Contract Documents for determining the impact and cost of the change to the Work.
- Client/Owner: Morgan State University ("the University")
- Construction Manager ("CM"): Firm hired by the University to construct the project
- Contract: The agreement executed between the University and the selected Offeror incorporating the accepted elements and pricing following the University's Standard Form of Agreement with Contractors.
- Construction Documents: Drawings and specifications produced by the AE for the construction of the Project. Those documents identified in the Contract and any written amendments to the Contract Agreement including Instructions to Bidders, General Conditions for Construction Projects, Supplemental Conditions, Special Conditions and any approved procedures and technical specifications prepared by or on behalf of the Contractor; Addenda, if issued and incorporated into the Scope of the Work by the University according to the terms of the Contract by written Change Orders.
- Contract Value: The lump sum dollar amount and / or not to exceed dollar amount set forth in the Contract Agreement for the performance and completion of the Work, which may be modified by the University only by written amendment issued in accordance with the Contract Documents.
- Design Team: The AE and its consultants

Engineering Team: The Engineer of Record and its consultants

Final Acceptance: Date of completion by the CM/GC of items of work on the Punch List

General Contractor (“GC”): Firm hired by the University to construct the project

Offeror:

Hazardous Materials: Means asbestos; asbestos containing material; lead (including lead-based paint); PCB; molds; any other chemical, material, or substance subject to regulation as a hazardous material, hazardous substance, toxic substance, or otherwise, under applicable federal, state, or local law; and any other chemical, material or substance that may have adverse effects on human health or the environment.

MDE: The Maryland Department of the Environment as constituted by the State of Maryland and all of its governing authorities, regulations, and requirements.

NIC: The Term "NIC" shall refer to "Not in Contract", which shall designate items excluded under this contract.

Notice of Intent to Award: A written document issued by the University at its option advising a selected Offeror of the intent to award a Contract accepting all or portions of the Proposal pending further evaluation and submission of all documents required by the Contract Documents prior to the Offeror and University’s execution of the formal Contract Agreement. A Notice of Intent to Award is not intended to exclude the Proposal solicitation process leading up to the execution of the Contract Agreement.

Notice to Proceed or NTP: A written document issued and executed by the University either prior to or after the execution of the Contract Agreement that directs in detail the manner and extent to which the Offeror is to proceed with the Work. A Notice to Proceed issued prior to the execution of the Contract Agreement shall bind both the Offeror and University to the full terms of the Contract for those items of Work specified in the Notice to Proceed.

OFE: The term "OFE" shall refer to "Owner Furnished Equipment", which will be provided by the Owner to the Offeror (AV Contractor). The AV Contractor shall be responsible for installing and integrating this equipment as detailed herein.

Offeror:
“Proposing Contractor or Proposer” The AE/CM/GC firm responding to this solicitation. See Contractor or Proposer”

Owner: Shall mean Morgan State University or University

Products of Demolition: Shall mean all non-hazardous substance containing materials, equipment, byproducts, unsuitable soils, excess soil material and components removed for scrap value, salvage or legal landfill disposal from the Project Area as a result of the dismantling and demolition activities described in this Solicitation.

Project Area: The property described in the Section IV of this Solicitation, however, any properties immediately adjacent to the Project Area including the public right of ways when required or necessary for the proper performance and completion of the Work shall be considered incidental to and a part of the Project Area.

Project Manager: The individual or entity designated in the Solicitation to coordinate and administer this Proposal solicitation process and Contract Agreement on behalf of the University; the Project Manager is subject to change at the sole discretion of the University and does not constitute a change of the terms and conditions of the Contract Documents.

Project Schedule: The schedule prepared and submitted to the University by the Contractor in advance of the Work and on a timely basis for conducting and completing the Work in a sequence, method, duration(s) acceptable to and in accordance with the dates for substantial and final completion of the Work as set forth in the Solicitation Documents.

Project Team: The University the AE, the AE's consultants, the CM/GC and others as may be included by the University.

Property: Shall mean the legally identified property within the Project Area where the Work is to be performed including all physical features and assets, improvements, soils and components.

Proposal: The offer tendered by the Offeror to the University in accordance with these instructions using the proposal form that is incorporated into Section III of this Solicitation. The preparation and submission of the Proposal is the sole responsibility of the Offeror and is tendered by the Offeror in response to this request at no cost to the Owner.

Proposal Amount, or Lump Sum Proposal Price: The stated amount in the Proposal submitted by the Offeror for the Work as hereinafter defined including all the costs of all specified, required and incidental allowances, bonds, fees, inspections, permits, taxes, prevailing wages, overheads, general conditions, administrations, coordination and all other costs required for the complete performance of the Work.

Proposing Contractor or Proposer: A legally composed and established entity qualified and licensed to perform the Work in the State of Maryland according to the RFQ/RFP Documents

Qualified Proposing Contractor
or Qualified Contractor:

A legally comprised and bondable entity licensed to perform work in the State of Maryland which is able to document successfully completed contracts for work on projects with scopes and Contract Values similar to the Work contemplated in the Solicitation.

Any Offeror submitting a Proposal in response to this Solicitation agrees to render verification to the satisfaction of the University that:

1. The Offeror has completed projects similar to the level of quality, scope and cost of this Project;
2. The Offeror has the financial and bond capacity required to complete the Project in accordance with the Solicitation;
3. The Offeror is familiar with all governmental requirements and conditions and can demonstrate through recently completed projects the Offeror's ability to complete the Work required in this Solicitation;
4. The Offeror has the ability and capacity to provide the necessary manpower and equipment required to complete the Project by the completion date set forth in the Solicitation Documents;
5. The Offeror has submitted a complete Proposal using the Proposal Form included in this Solicitation;
6. The Offeror is familiar the laws of the State of Maryland and agrees to comply with these laws as a material component of the Proposal.

Rock:

Rock is defined as any material, which cannot be dislodged by a Caterpillar Model No. D-8 heavy duty tractor, or equivalent, equipped with a hydraulically operated single tooth power ripper, without the use of hoe ramming or drilling and blasting. For trench, footing and pit excavations, rock excavation shall be defined in terms of a Caterpillar Model No. 300 hydraulic excavator, or equivalent, instead of a Caterpillar D-8 tractor. This classification does not include materials such as hardpan, loose rock, concrete, cemented gravel or other materials that can be removed by means other than hoe ramming, jack hammering, drilling and blasting, but which for reasons of economy in excavation the Subcontractor chooses to remove by drilling and blasting. Boulders or masses or rock exceeding one cubic yard in volume shall also be considered rock excavation.

RFQ/RFP

Request for Proposal:

The complete set of all documents issued, implied and referenced in the Solicitation Documents.

RFQ/RFP Documents:

All documents, plans, and specifications incorporated in to this RFP or RFQ including addendum, exhibits, general conditions, supplemental conditions, and special conditions, documents incorporated by reference and governing codes and laws of the State of Maryland and the City of Baltimore whether or not specifically referenced in this Solicitation.

Scope of Work:

All activities required and incidental to the performance and completion

of the Work whether specified or implied in the Solicitation Documents including but not limited to all contract documents, labor, material, equipment, supervision, administration, general conditions, supplementary and special conditions, safety protections, hazardous material removal and disposal, public security protections, fugitive dust control, erosion controls, noise abatement, shift work, existing utility protections, right of way restoration, and impacted public right of way traffic management and controls.

Subcontractor/Subconsultant: Consultants contracted to the AE or CM/GC as referred to in this RFP. An identified third person or entity referred to in a Proposal for the purposes of explaining or clarifying the intent of the Offeror to contract with and utilize other entities in completing the Work. The identification of a proposed third person or entity in the Proposal shall not be construed as an obligation on the part of the University toward any third person or party or establish any relationship between the University and the third person or party.

Substantial Completion: Date the Project can be occupied or used for the intended purpose

Trade Contractor: Contractor subcontracted to the CM/GC

Unit Price: Any proposed price to complete a specified quantity of Work either stated in the Proposal or the Contract Agreement for the purposes of establishing agreed upon prices adjustments for changes, additions or deletions to the Scope of Work after the execution of the Contract Agreement. Use of or payment for any unit price shall be at the discretion of the University in accordance with the terms of the Contract Agreement and are not to be construed in any way as a qualification or limitation to the Scope of Work specified in the RFP or Contract Documents.

University: Morgan State University

Work: Refers to all aspects and activities necessary to undertake, perform and complete, free of any encumbrances, the specified changes, improvements, modifications, and enhancements to the Project Area as set forth in the Contract Documents, including, but not limited to, all labor, materials, tools, equipment, permits, fees, taxes, inspections, notifications, services, construction administration and supervision to prepare and deliver the Project Area.

The term "shall" is mandatory; the term "will" is informative; the term "should" is advisory; and the term "provide" means furnish and install.

END OF SECTION 00003

SECTION 00004
INFORMATION AVAILABLE TO OFFERORS
(CONTRACT DOCUMENTS)

A. CONTRACT DOCUMENTS

1. The Contract includes this Request for Proposal for Construction Services, including Attachments and Addenda.
2. The Offeror, by submitting a proposal in response to this solicitation, agrees that, if awarded the Contract, it, as a General Contractor, will be bound under the Contract to all terms and conditions thereof.
3. The Contract includes the construction specifications and construction documents in this RFP (documents are in the drop box link below):
 - a. Stadium Way Slope Stabilization - Drawings
<https://www.dropbox.com/s/51ltawovz87da8p/MSU%20Stadium%20Way%20Slope%20Stabilization%20-%20Bid%20Drawings.pdf?dl=0>
 - b. Stadium Way Slope Stabilization - Specifications
<https://www.dropbox.com/s/emfglmxsp5xfwpz/MSU%20Stadium%20Way%20Slope%20Stabilization%20-%20Bid%20Specifications.pdf?dl=0>
4. Upon request, the University will make accessible to the Offerors any available record drawings, utility plans, and other data pertinent to existing conditions to the extent that such material is available. The University offers no assurances that such drawings, property description, or other data are accurate, current or complete.
5. Such Documents must be used, or copied, at the University's Department of Design and Construction Management ("DCM") office or the location where they are provided. The Offerors shall assume the responsibility for cost of reproduction as well as replacing any damaged documents.
6. Other documents are being provided for informational purposes (PDFs are in the Dropbox link above):
 - a. Campus Map
<https://www.dropbox.com/s/gppdk2of8l0s2uk/MSUmapartFullSize1-1.pdf?dl=0>

MSU General Conditions for Construction Projects, Document Revised April 2016.

END OF SECTION 00004

**SECTION 00005
PROPOSALS, EVALUATIONS AND FORMS**

A. SELECTION PROCEDURE FOR ARCHITECTURE AND ENGINEERING DESIGN SERVICES

Selection of the AE is governed by Morgan State University Procurement Policies and Procedures, Section V.I. - Architectural and Engineering Consultant Services.

Technical Proposals	100 Points
<u>Oral Presentations</u>	<u>50 Points</u>
TOTAL SCORE	150 Points

The six (6) phases of the solicitation process consist of the following:

1. Expression of Interest:

Interested Offerors should submit an Expression of Interest to the Procurement Officer expressing their interest and intent on participating in this proposal process. Expressions of Interest may be mailed, faxed or emailed to the Procurement Officer. Expressions of Interest should be submitted to the Procurement Officer no later than the Pre-Proposal Conference. Expressions of Interest are not a requirement; the information assists Procurement in understanding the intended interest of the Project.

2. Technical Proposal Phase:

The University's Qualification Review Committee ("QRC"), established by the Procurement Officer will conduct an evaluation of the Technical Proposal Phase. Offerors will be ranked, and a short-list of the most highly qualified Offerors will be recommended to the Procurement Officer for advancement to the Oral Presentation Phase. The Procurement Officer will review the rankings and the recommended short-list and, upon approval, will notify Offerors of the results of the evaluation.

1. **Technical Proposal:** All interested Offerors are required to submit a Technical Proposal. Technical Proposal must be submitted to the Issuing Office by the due date stated in the Solicitation Schedule, SECTION 00000. The Technical Proposals will be evaluated by the QRC.
 - i. The University reserves the right to visit the Offerors place of business during the Technical Proposal Phase, if such a visit is deemed necessary by the QRC to evaluate the AE's capabilities as stated in its proposal.
 - ii. Firms receiving less than 80 points will not be eligible to move on to the Oral Presentation Phase
 - iii. The highest ranked (but typically not more than 6) firms or "candidate firms" will be invited to proceed to the next phase of the solicitation process, Oral Presentations.

3. Oral Presentation Phase:

The University's QRC will conduct an evaluation of the Second Phase Oral Presentation. Offerors will be scored and ranked. The most highly qualified Offeror (with the highest combined Technical and Oral Scores) will be recommended to the Procurement Officer to advance to the Price Proposal/Negotiation Phase. The Procurement Officer will review the ranking and the recommended the most highly qualified Offeror and, upon approval, will notify the remaining Offerors of the results of the evaluation.

1. INTERVIEW/ORAL PRESENTATIONS WILL BE REQUIRED OF THE SHORT LISTED TECHNICAL PROPOSALS. Time is of the essence; the dates for the Interview/Oral Presentations are established in the Solicitation Schedule, SECTION 00000 please reserve these dates as no other dates are available. Interview/Presentation times shall be provided with the notification of the Short Listed Technical Proposals.
2. The firm with the highest combined Technical and Oral Scores will be considered the Highest Ranked firm and will be requested to submit a Price Proposal.

4. Price Proposal/Negotiation Phase:

1. The candidate firm will submit a detailed price/fee proposal to the University by the date and time specified in the Solicitation Schedule, SECTION 00000.
2. A Negotiation Committee ("NC") appointed by the Procurement Officer will negotiate the fee with the candidate firm.
3. If fee negotiations are successfully concluded, the NC will recommend to the Procurement Officer that the candidate firm should move forward in the solicitation process. Time is of the essence, Negotiations are intended to follow the negotiation schedule.
4. If the NC is unable to negotiate a satisfactory fee agreement in a timely fashion, in accordance with the Solicitation Schedule, SECTION 00000, it may recommend to the Procurement Officer that fee negotiations be terminated with the candidate firm. If the recommendation is accepted by the Procurement Officer, the University may proceed with negotiations with the next-highest ranked firm or may re-advertise the procurement as it deems appropriate.

5. Review Phase:

The Procurement Officer will review the rankings of the short-listed Architectural/Engineering firms and the final fee negotiations with a Procurement Department Executive Group consisting of members of management designated by the Director of Procurement and Property Control. Upon approval of the Review Committee, the Procurement Officer shall proceed to the fifth and final phase.

6. Award Phase:

The Procurement Officer will perform all required due diligence and prepare the Standard Form of Agreement with Architects and Engineers for signature by the AE. The Procurement Officer shall present the contract to the Board of Public Works ("BPW") and request their approval. Upon approval by the BPW, and once signed by the AE, the Procurement Officer will execute the agreement on behalf of the University.

NOTE: The AE Contract may be awarded in pieces due to the funding from the State of Maryland, with each component requiring approval by the BPW.

B. TECHNICAL PROPOSALS

1. Technical Proposal Submittal

1. **An original plus eight (8) copies (for a total of nine (9))** of the Technical Proposal must arrive at the Issuing Office by the date and time noted on the Solicitation Schedule, SECTION 00000 in order to be considered. Clearly mark the "Original" Technical Proposal.
2. The Technical Proposal shall be in a sealed envelope.
3. The following information shall be clearly written on the sealed envelope:
Project Number DCM-CGW-24-1AE
 1. The full address of the Issuing Office to which the Proposal is being delivered.
 2. The Offerors Name and Address.
 3. The words, "TECHNICAL PROPOSAL".
 4. The words, "Carter Grant Wilson Administration Renovation Project".
 5. The words, "Architectural / Engineering Design Services".
 6. The words, "Project Number DCM-CGW-24-1AE".

2. Technical Proposal Format

1. Failure to include any of the items listed below may result in a determination by the Procurement Officer that the Offeror is not reasonably susceptible of being selected for award.
2. Order of Proposal: Compile the Technical Proposal in the order shown below, with tabs.
 - Tab 1. Cover Letter
 - Tab 2. Addenda Acknowledgement
 - Tab 3. Standard Form 330, Part I, Sections A, B, C, and D
 - Tab 4. Standard Form 330, Part I, Section E.
 - Tab 5. Standard Form 330, Part I, Section F, and (Provide One (1) additional sheet for each submitted project with photos and other appropriate information
 - Tab 6. Standard Form 330, Part I, Section G, Key Personnel
 - Tab 7. Standard Form, 330, Part I, Section H, Additional Information
 - Tab 8. Standard Form 330, Part II General Qualifications
 - Tab 9. MBE Forms
 - Tab 10. Required Forms

3. GSA Standard Form SF330, Architect /Engineer Qualifications Parts 1 and 2 are available on the General Services Administration's website: <http://www.gsa.gov>. Click on "Federal Forms", and select "Standard Forms".

3. Technical Proposal Contents

Describe in detail and provide evidence supporting the qualifications requested below:

Tab 1 COVER LETTER: should not be more than three (3) typed pages, briefly introducing the team and why it is interested in the Carter Grant Wilson Administration Building Renovation Project and why it is uniquely qualified.

Tab 2 ADDENDA ACKNOWLEDGEMENT: Acknowledge receipt of all addenda.

Tab 3 STANDARD FORM SF330: Part I, Items A, B, C, D: Contract Specific Qualifications: Submit forms completing all sections and following the form's instructions. Provide information detailed below:

1. Section A, Contact Information (Person, Company, Street Address, Phone Number, Email)
2. Section B, Architect - Engineer Point of Contact
3. Section C, Proposed Team
4. Section D, Organizational Chart of Proposed Team. Include the following information:
 1. Each firm's name and discipline or specialty, also note if MBE
 2. Each key person's name, role, and discipline or specialty
 3. The Managerial relationships among the persons and/or firms
 4. Provide a written description of the proposed contractual relationships amount the firms.

If the proposal includes more than one architecture firm or a joint venture, identify the proposed scope of work and responsibilities of each firm per phase of the project for each architecture firm, including who will be responsible for making design decisions.

The Architect of Record should be a local firm and should perform the production drawings and construction administration.

5. Provide a summary or matrix of prior working relationships among proposed team members.

Tab 4 STANDARD FORM SF330: Part I, Section E: Resumes of Key Personnel Proposed for this Contract: Resumes shall be accompanied by Certificates of Registration/Licenses.

1. Key Personnel: Submit resumes and experience for the following:

Principal-in-Charge
Project Manager/Architect
Project Designer
Civil Engineer
Structural Engineer

Mechanical Engineer
 Plumbing Engineer
 Electrical Engineer
 Landscape Architect
 Furniture/FFE Consultant
 Fire Protection Engineer
 Acoustical Engineer/Consultant
 Audio Visual Consultant
 Cost Estimator
 Geotechnical Engineer (Optional)
 MDE Expeditor
 Sustainability / LEED Consultant
 Hazardous Materials Consultant
 AV/Classroom Technology Consultant
 Network/Telecom Technology Engineer/Network Integration Specialist
 Security Consultant
 OTHER Team Members as the Team Deems Necessary i.e.

2. Personnel Commitment: By submitting the names of these key personnel for consideration, the Offeror is committing these people to the University for this Project's duration if awarded the Project. No personnel changes will be permitted without prior authorization from the University.

Tab 5. Standard Form 330, Part I, Section F: Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract:

1. Each team member below shall submit the stated projects. Projects shall be of completed projects whose date of substantial completion is within the last fifteen (15) years; however projects completed in the last five (5) years will receive the highest consideration.

The Architectural team and MEP Engineering team shall submit (2) renovation projects with a construction cost of \$20 million or more. Where the Architect and Engineers are different firms, additional projects are to be submitted as outlined below. Highest consideration will be given to renovations for Higher Education Institutions with Administrative Offices and Classrooms, that are approximately \$20 million construction cost.

- a. Two (2) shall be projects for which the prime firm or joint venture was the Architect-of-Record. If the design team includes an Associate Architect, the Associate Architect shall submit two (2) additional projects.
NOTE: (If an Associate Architectural Firm is not utilized then the Architect of Record shall submit four (4) projects in lieu of two (2)).
- b. The Sustainability Consultant shall submit two (2) LEED certified projects (projects may be in process of certification, it is desired to see one (1) Gold and one (1) Silver Certified project (at a minimum two (2) Silver Certified projects)),

- c. The MEP/HVAC Engineer shall submit two (2) projects (if the MEP/HVAC is broken up with more than one major MEP/HVAC firm then two (2) projects shall be from each major MEP/HVAC firm).
- d. AV/Classroom Technologies and IT Data/Network Consultants shall submit two (2) projects for each discipline
- e. Network Integration Specialist shall submit two (2) projects
- f. Building Scientist, if provided, shall submit one (1) project or the AE shall submit (1) project illustrating experience with High Performance Building design and process modeling.
- g. Cost Estimator shall submit two (2) projects
- h. An Optional Project shall be a project of the team's discretion which best represents the proposed project and may be outside of the 15-year mark, and/or not related to similar type projects.

It is assumed that all major projects (including the AE team, CM/GC/Trade Contractors) are designing and constructing utilizing "BIM". If the projects were not, then they should be identified as such. Describe in a paragraph how BIM was utilized for the project AE responsibilities vs CM responsibilities, final product, which consultants utilized BIM, etc.

NOTE: If the Architect and other consultants such as the structural engineer, MEP firms, etc. were previously partnered on a project and are submitting the same project; the project only needs to be submitted once (1) for all of the firms associated with the project, satisfying one of the projects requirements for each associated team member (thus reducing the overall quantity of projects submitted). The information required for each team member involved shall be included for the one project.

Include the following information for each project:

- 1. Project Name and Location
- 2. Owner's Name, Contact Person and Phone Number
- 3. Names of the Prime Firm and Consultants, and the Submitting Firms' role on the Project
- 4. Type of Project (new, addition, renovation, etc.)
- 5. Project Delivery Method
- 6. Construction Start and Completion Dates
- 7. Construction Cost (Original construction cost and final cost) (Escalated construction costs can be provided in addition to actual costs)
- 8. Changes - Total value and percent of construction changes and Total Dollar Value of Changes (Differentiate between Owner requested changes and other changes.)
- 9. Gross Square Footage (were there any significant changes (above 10%) in the GSF and why)
- 10. Was the project completed on time and if not why.
- 12. A Brief Project Description of the project, type of building, its function, etc.
- 13. Photos of Completed Projects (1-2 Exterior and 1-2 Interior)
- 14. Project (Owner) Reference Information: Name, Phone Number, Email

2. Submit projects that are similar in type and size to this Project. Additional consideration in the proposal evaluation process will be given to teams with projects that demonstrate significant similarities to this Project.
3. Provide a summary of submitted projects a Project Experience Matrix, showing construction completion dates, project type, client and Leadership in Energy and Environmental Design: "LEED" certification and other certifications that apply to High Performance Building design such as Passive House or Well Building certifications.
4. A matrix highlighting completion date, cost, percentage of changes on the project (value of changes/total project cost*100), total dollar value of the changes, building type, client (University/College, Public, Commercial, other), LEED status and BIM; must be provided for each project presented. Costs that are escalated should be noted as such.
5. Information required in items 3 and 4 can be separate or combined.

Tab 6. Standard Form 330, Part I Section G: Key Personnel Participation in Example Projects:

Describe the role of Key Personnel from each firm in example projects and if any worked with other listed team member. Provide any other pertinent information to give us an understanding of the persons' abilities and how they will benefit the project. Describe how these roles will be relevant to the Carter Grant Wilson Administration Building Renovation Project.

Additional consideration will also be given if key person's role is the same for both this Project and the submitted projects.

Tab 7. Standard Form 330, Part I, Section H: Additional Information. Provide a Summary of Qualifications, a written description of why the Offeror is the most qualified and skilled to design this Project. This should be objective and limited to not more than fifteen (15) typewritten pages. Explain the following:

1. Tools and processes for project management, leadership, design team and project team communication and organization and documentation of information. Describe what web based programs will be utilized as part of the process. Describe how the team will be managed and how the MBE firms will be mentored throughout the project.

Describe relationship working with CM during design to provide VE and respond/incorporate written constructability comments.

2. Tools and process for control of quality of the construction documents, including document coordination and review prior to submission to the University, details, and incorporation of University, CM and other comments and other project data. Describe how University comments shall be tracked until resolution resolved.

3. BIM: It is assumed that the “BIM” process is an industry standard and that all are utilizing it and its process. Only describe if any team member is NOT utilizing this process. Describe process energy modeling experience and how computer modeling has been used to enhance performance of the facility.
4. Maryland Correctional Enterprises (“MCE”): Describe your experiences and responsibilities in working with MCE to determine, select, describe and submit furniture/equipment requests. Responsibilities are inclusive of coordination of MCE compatible specifications and coordination with infrastructure like power, data, lighting, sensors, ventilation, etc.
5. Cost control methodologies and resources, including change orders (how are change order minimized, including anticipating Owner requested changes). Describe how costs will be controlled during the design process, as the budget is set. Provide a description of how the design team works with the CM and the University during the design phases to minimize overages, VE and redesign at each phase.
6. The anticipated roles, responsibilities and experience of the proposed Project Manager.
7. How previous experience applies to this Project's design and program requirements (similar to Tab 5, Section H of SF330).
8. How previous experiences apply to the Project's construction administration, solving design conflicts, field problems, conflicts with the contractor.
9. Describe the roles, relationships and experience between the Architect-of- Record and the Associate Architect.
10. Describe your proposed design schedule: duration of each design phase; estimates shall be performed at the end of each of the following phases: concepts 100%; schematic design 100%; design development 100%; and construction documents 50%. A 50% DD and 75% and 90% CD estimates are check estimates are to be performed by the CM and not by the AE estimator. Budgets must be reached prior to moving into the next phase, review times by the University’s various departments are required. Also inclusions of reviews by regulating agencies, code officials, the community, the users and others at key junctures shall be included. These estimating periods/check estimates (along with any reconciliations and value engineering and redesign efforts) shall be included within any schedules.

Typically:

The University will require 2-3 weeks for each review period (some of which may be simultaneously as the estimating period.

The CM will require 3-4 weeks for each estimating period.

NOTE: A Developer’s Agreement will likely not be required by the City if additional curb cuts are introduced or if we are required to tie into City utilities.

11. Geographic Information: List for each firm which are Maryland firms and Baltimore City firms; separate from the out-of-state firms. Also include the anticipated number of Baltimore City, Maryland resident personnel vs. out-of-state personnel to be assigned to the Project.

Tab 8. STANDARD FORM SF330: Part II, General Qualifications:

Submit form for each proposed firm and proposed branch office, completing all sections per the form's instructions. For Item 9, Employees by Discipline, if a person spans disciplines, the disciplines should be clearly noted with partial times indicated (i.e., ½ project manager and ½ architect, etc.).

Tab 9. MBE Participation:

Minority Business Enterprise Participation (Attachment D-1A –D-5)

A Minority Business Enterprise component is established for the Project as described in SECTION 00002. Provide a brief description of the proposed scope of work for each MBE firm. Along with the required MBE forms describe how the percentage will be met, include what services it will cover.

Tab 10. **REQUIRED FORMS:** Submit the following forms:

1. Professional Liability Insurance
2. Proposal Affidavit
3. Registration Documentation Form
4. GSA Standard Form SF330 AE Qualifications

4. Technical Evaluation Criteria

1. Geographic Location:

5 (Points)

In the evaluation of this item, the Qualification Committee will consider the location and travel time to the project site of the prime firm or prime joint-venture firms, major consultant and required specialists. Greater consideration will be given to prime firms or prime joint-venture firms (Maryland firms) located within a 75-mile radius of the project and will be graded as follow:

- | | |
|---------|---------------------------------------|
| 1 Point | Architect of Record is from Maryland |
| 1 Point | Associated Architect is from Maryland |
| 1 Point | Structural Engineer is from Maryland |
| 1 Point | Civil Engineer is from Maryland; and |
| 1 Point | MEP firm(s) are from Maryland |

2. Key Personnel (Including Technical Consultants):

30 (Points)

In the evaluation of this item, particular attention will be paid to resumes of key persons, specialists, and individual consultants anticipated for this Project. Key personnel participation

in example projects will be indicated in Section G of form SF330 and in a matrix format. For each person provide, a copy of his/her certificate of registration or a copy of his/her registration card which is to be included in the technical proposal immediately following the person's resume. The prime firm shall provide an organizational chart showing the position of each person listed on Form SF330, in relation to all other members of the team. The organizational chart shall also include other key persons who will be actively involved in the project. In addition to showing the assigned person's position, the chart must show the person's name and respective firm (include if firm is a MBE).

3. Additional Information: 30 (Points)

The AE Firm shall state, in a clear, concise manner, its interpretation and understanding of the project and the program. In addition, the AE firm shall address the following issues:

Project Management Approach (15 of the 30 points)

1. AE Team Organizational Chart
2. Project Roles, Including the University's Point of Contact
3. Project Management Approach
4. Approach to integrating information to and from the University, including but not limited to the Departments of Design and Construction Management, Physical Plant, College of Liberal Arts, IT/Telecom, Police, etc.
5. Project Schedule
6. Quality Assurance program related to design, specifications, construction documents, change orders, etc.
7. How BIM, Parametric/Process Building Models and other types of advanced technology will be used during design and construction as a management tool
8. Communication between AE, CM and the University in discussing design, materials and constructability
9. Control of project costs
10. Any other special issues

This statement is limited to not more than five (5) typewritten pages including the organizational chart.

Project Design Approach (15 of the 30 points)

The AE Firm shall state, in a clear, concise manner, its interpretation and understanding of the project and the program. In addition, the AE firm shall address the following issues:

1. Site related issues (site access, slopes, parking and adjacent buildings)
2. Current academic trends for similar facilities, including open office space
3. Key programmatic issues, influences, spaces
4. Exterior Architectural vocabulary
5. MEP trends and technologies
6. Sustainability and High Performance Building design approach
7. MCE: Describe experiences in working with
8. Pedestrian access/relationship to the campus at large

9. Any other special issues

This statement is limited to not more than three (3) typewritten pages. Images, sketches, photographs, etc. are in addition to the text and may not exceed four (4) pages.

A site visit is not required but is highly recommended. The University will not host additional site visits outside of the one to follow the Pre-Proposal Conference.

The Pre-Proposal Conference and site visit will be held on the date, time and location specified in SECTION 00000 SOLICITATION SCHEDULE. The directions and parking availability will be provided with confirmation.

4. Example Projects: 20 (Points)

This item is relative to the evaluation of this information included in Section G of SF330. In the evaluation of this item, highest consideration will be given to projects which show special experience in similar facilities. Projects presented should be similar in size, type and scope to the referenced project and have a minimum construction cost of \$20 million.

The QRC strongly recommends the maximum total relevant projects be listed, as described in SECTION 00005, Para 3, Tab 5. The firm or joint venture is responsible for presenting the projects that best illustrate its current qualifications. Each project submitted in TAB 3 is to be described in sufficient detail to allow for the QRC to make its best professional judgment as to its relevancy. Each project narrative should also describe how the project responds to the University's goals related to this project.

The narrative for each of the projects shall include both written and graphic materials to completely describe the project. Use no more than one page for the written description for each consultant listed for the selected project and no more than two pages for graphics for each project. Do NOT exceed the specified number of projects.

References: references for each project shall be provided for each consultant required to submit projects. The references shall be project related, the Owner of the project (their PM, their user, etc.), and the PE or PM from the CM or contractor. Contact information should include the References affiliation to the project, person's name, address, phone, and fax numbers and email address. At least two (2) references per project shall be provided.

Not more than one (1) project from any team member may be submitted from the Morgan State campus.

5. Past Performance on Projects: 10 (Points)

1. Prime or Joint Venture; and
2. Consultants

In the evaluation of these items, the QRC shall consider, in depth, past performance of the Prime Firm/Joint Venture Partners and their consultants on past project. Also of interest are performances on past University and other State projects. All aspects of design performance including errors, omission, overruns, construction change orders, and owner requested

construction changes, adherence to budgets and schedule will be reviewed. Projects in various stages of design and construction will be considered, but at least one project from each listed category shall be completed. Less than satisfactory performances on past University or State project will be taken into consideration. References shall be provided for all projects listed.

6. Team Management and Mentoring 5 (Points)

The Consultant shall describe how the team will be managed and how the MBE consultants will be mentored. The Consultant shall describe their leadership role.

7. MBE: Requirement 0 (Points)

All MBE documentation shall be submitted as stated in the Solicitation. Offerors Proposals which do not include these documents may be considered as non-responsive.

8. Ranking (Short Listing):

Firms with a minimum score of 80 points out of 100 points will be recommended by the QRC as eligible for the Interview/Oral Presentation Phase. In general, not more than six (6) firms are anticipated to be shortlisted to move to the Interview/Oral Presentation. In the event that more than (6) firms score 80 or more points, then highest ranked teams to a maximum of (6) firms will be invited to move to the Oral Presentation. The firm with the highest score will be ranked with 1, the second highest score a 2 and so on.

9. Required Forms:

All required forms must be included. Failure to submit all information required on required forms may cause an Offerors submission to be rejected. Required Forms are provided as attachments to the RFP.

C. INTERVIEW / ORAL PRESENTATIONS:

The University's QRC will conduct an evaluation of the Second Phase - Interviews/Oral Presentation. Offerors will be ranked, and a short-list of the most highly qualified Offerors from the Technical Proposals will be recommended to the Procurement Officer to advance to the Interview/Oral Presentation Phase. The Procurement Officer will review the rankings and the recommended short-list and, upon approval, will notify Offerors of the results of the evaluation.

1. Short-listed Offerors **WILL be required** to appear before the QRC for an oral presentation.
2. The candidate firm with the highest score (but not less than 80) or lowest ranking based on the Technical Proposals criteria shall be asked to make an Oral Presentation.
3. The date(s) of the Oral Presentations are stated in SECTION 00000, Solicitation Schedule. The assigned times will be provided with notification to the Offeror of their being short listed. It is important for the Offerors to reserve the Presentation Days as no other days will be offered.
4. The purposes of the Oral Presentations are as follows:

1. Allow the University to meet the Offerors Key Personnel.
 2. Discuss the qualifications and skills of the proposed design team as they apply to the design of this Project; discuss how the teams' experience can be applied to this Project's design, implementation, and specific requirements.
 3. Discuss the team member's responsibilities and overall team management.
 4. Discuss Project development and understanding.
 5. Discuss Project Management and quality control tools and process.
 6. Discuss the creative solutions for the project. The team should come prepared to discuss their initial ideas and concepts **for this project**, inclusive of the site and building and how it would be balanced against a set budget. Describe how the building/site will blend/enhance the campus and how the project will respect traditional campus, blend with the new, access to site, and respect the adjacent community. All shall be based from the information provided with the Solicitation. Identify the adequacy of the proposed project budget.
 7. Discuss the team's approach to ADA, both with the building and site. Discuss how you will ensure compliance during construction.
 8. Discuss the teams approach and experience with Sustainable Design, High Performance Building design, Energy Optimization, Integrated Design, etc. LEED Silver is required but this is considered to be a minimum standard. The Design Team should bring idea/experiences that reduce energy usage without increasing operational costs and complexity. Return on Investment data compared to additional construction costs should be included in this discussion.
 9. The University intends on sending each shortlisted team a series of specific questions, the teams should be prepared to respond to these questions as a part of their Oral presentations.
 10. Other questions as deemed of importance by the University.
5. The Oral Presentation will be informal, as the University is not interested in a marketing presentation, rather a casual, interactive and informal format with the proposed design teams invited.
6. Offerors invited to the Oral Presentation may have the following Key Personnel attend:
1. Principal-in-Charge
 2. Project Manager / Architect
 3. Project Designer
 4. Interior Designer/Interior Architect
 5. Mechanical Engineer
 6. Electrical Engineer
 7. Sustainability/High Performance Building Design Specialist
 8. Civil Engineer
 9. Landscape Architect
 10. Fire Protection Engineer (FPE)
 11. Code Consultant, if other than the FPE
 12. Cost Estimator
 13. AV/Classroom Technology Consultant
 14. Network Integration Engineer
 15. Other as deemed appropriate

7. Evaluation of Oral Presentations

The Oral Presentation will account for a total of 50 points. The Oral Score Points will be added to the Technical Proposal Score to determine best ranked firm. A maximum of 150 points is achievable. The firm with the highest total score (Technical Proposal Plus Oral Presentation) will be asked to submit a Fee/Price Proposal.

1. Oral Evaluation Criteria

1. Team

20 (Points)

How the team presents itself?
How cohesive is the team (the working relationship)?
Knowledge/Experience as a team and individually
Management of the team
Relationships with owners

2. Knowledge of Project

5 (Points)

The team will be evaluated on how familiar they are with this project as they present, applying how their experiences will influence this project specific to the Program and not just talking in general terms.

3. Preliminary Concept Ideas for Project

10 (Points)

From the information provided in the Solicitation present the team's concept of how they foresee the development (conceptual idea, but affordable idea) of the Teams early vision of the project. The information should include but not limited to:

Open office vs closed offices
Relationship of Program Spaces
Relationship with the rest of the community
Site: Hardscaping Connections and Landscaping
Conceptual MEP Approach
Classroom Technology
High Performance Building and Sustainability concepts
Health Sciences on Display and Concepts for promoting Wellness

4. Responses to Questions

5 (Points)

(Both provided in advance and presented during Oral Presentation)

A specific set of questions are anticipated to be provided to each team (the same questions to each team) with the Oral Presentation Notification. It is expected these questions will be addressed as a part of the presentation. Subsequent questions during the Presentation shall be responded to by the team during the presentation. Responses to the questions will be evaluated.

5. BIM

0 (Points)

How the team anticipates utilizing BIM/Computer Modeling as a part of the Project from design through construction and post construction, including how BIM is to be set up for use by the University to manage the building after construction.

6. Working Relationships with Construction Managers

10 (Points)

Describe how in the past and how you intend to work with the Construction Manager (“CM”) to reduce the drastic cost impacts which have been occurring at the estimating phases of the project, which are causing significant redesigns. This includes but is not limited to: constructability, material discussions, methods, etc.

2. Technical plus Oral Scoring

Technical Proposal	100 Points
<u>Oral Presentation</u>	<u>50 Points</u>
Total Possible Score	150 Points (maximum)

D. FEE PROPOSAL AND NEGOTIATION PHASE

1. General

1. The Offeror ranked highest (highest Technical and Oral Scores Combined) shall be asked to submit a detailed fee proposal on the form provided by the University.

Fee Proposals shall be submitted by the date stated in the Solicitation Schedule, SECTION 00000.

2. One (1) Original plus three (3) copies for a total of four (4) Price Proposals shall be delivered to the Issuing Office, clearly marking the "Name of the Project, Project Number, and the Firm's Name" on the envelope. The envelope shall be sealed.

3. Negotiations will be conducted between the candidate firm and the University's Negotiation Committee ("NC").

1. If the Procurement Officer determines that a satisfactory contract cannot be negotiated, the negotiations shall be terminated. In such instances, the University shall either commence negotiations with the candidate firm ranked two (2) or re-advertise the procurement, as it deems appropriate.

4. Upon successful completion of negotiations, the University will proceed with the Contract award after the Board of Public Works Approval.

2. Fee Proposals shall include at a minimum the following Information:

1. Summary Page, stating costs per phase and a total

1. Total Team Fee / Reimbursable Expenses Per Phase (Reimbursable Expenses shall be listed separately). Keep separate basic services, special and optional services for each phase.

1. Program Verification
2. Concepts / Site Planning
3. Schematic Phase
4. Design Development
5. Construction Document
6. Bidding
7. Construction Administration
8. Post Construction

FEE TOTAL

2. Labor Rates, Overhead and Profit

Detailed information shall be provided to identify the costs including overhead and profit. Labor rates and overhead rates shall be calculated in accordance with the Federal Acquisitions Regulations ("FAR"). Details of what is included in these rates with their associated amount or percentage shall be provided with the fee information. The University, at its discretion may request certified payroll documents and audited overhead rates during fee negotiations. Firm profits shall not exceed 10% over labor and overhead costs.

3. Total Team Reimbursable Budget

1. Categorize the Expenses (i.e.)
 - Out of Town Travel
 - MDE Expeditor
 - Surveying
 - Borings
 - Final Presentation Board, Rendered (5 boards (3 Exterior / 2 Interior))
 - Etc.

4. Matrix

1. Provide a Matrix broken down per phase per team member with the cost of the fee and reimbursable expenses, note which firms are MBE/WBE etc.
2. Provide a Matrix of anticipated hours per phase per team
3. Provide the hourly rates for each team member

5. MBE

At a minimum provide a separate MBE table/matrix listing each MBE/WBE firm, Certification Number, type of work, value of work, percentage of work, etc. A total sum of value of MBE work, total value of contract and percentage of MBE shall be totaled at the bottom of the table/matrix.

A summary MBE sheet shall be provided listing all of the MBE's and the costs per phase, similar to the above summary.

6. Insurance Certificates

Professional Liability
General Liability / Workman's Comp

7. Addenda Acknowledgement

8. Timing

Time is of the Essence the University is attempting to have this contract approved by the Board of Public Works per the date listed in SECTION 00000, Schedules, and as such the procurement schedule is important in order to meet that date.

E. Review Phase:

The Procurement Officer will review the rankings of the short-listed Architectural/Engineering firms and the final fee negotiations with a Procurement Department Executive Group designated by the Director of Procurement and Property Control. Upon approval of the Review Committee, the Procurement Officer shall proceed to the fifth and final phase.

F. Award Phase:

The Procurement Officer will perform all required due diligence and prepare the Standard Form of Agreement with Architects and Engineers for signature by the AE. The Procurement Officer shall present the contract to the Board of Public Works ("BPW") and request their approval. Upon approval by the BPW, and once signed by the AE, the Procurement Officer will execute the agreement on behalf of the University.

END OF SECTION 00005

**SECTION 00006
SCOPE OF WORK**

GENERAL DESCRIPTION

The objective of this Request for Proposal (“RFP”) is for the University to select a qualified General Contractor to stabilize and restore the slope along Stadium Way to the Herring Run.

Access to and in the stream may be restricted to certain times of the year. Directions will be provided by Corps of Engineers and other regulatory agencies.

PROJECT TEAM

The University, Design Team, General Contractor (“GC”), and any other project consultants shall be the “Project Team”. This team shall work from the beginning through post-construction.

CONTRACT DOCUMENTS

The contract pursuant to the RFP includes the associated documents, plans and specifications incorporated into the solicitation including addenda (if any), exhibits, sketches, attachments, descriptive work, the General Conditions for Construction Projects, Supplemental Conditions, Special Conditions, documents incorporated by reference and governing codes and laws of the State of Maryland whether or not specifically referenced in this solicitation.

The Offeror, by submitting a response to this solicitation, agrees that, if awarded the contract, it, as General Contractor, will be bound under the contract to all the terms and conditions thereof.

The contract pursuant to these detailed specifications also includes the Drawings and Specifications, Hazmat Documents, General Conditions, Special and Supplemental Conditions and other documents listed in Section 00004, Contract Documents which are bound with this Solicitation.

Project Schedule

The outline project schedule is established in Section 00000, Solicitation Schedule.

Scope of Work/Detailed Description

Offeror shall protect the stream and minimize any disturbances to the area surrounding the work area as possible. Access to the work site, especially if access needs to be from the water must be minimized as much as possible.

Stadium Way Road must have at least one lane open at all times, unless a special provision is provided for a full closure. At a minimum, any full closures will need to be coordinated with campus, Baltimore City Police and the Baltimore City Fire Department. Full closures will be difficult to grant.

Work is to stabilize the slope along Stadium Way from the road to the Herring Run. Work includes but is not limited to demolition, slope stabilization through regrading, soil nailing, engineered slopes, gabion baskets, landscaping, rebuilding the road, sidewalks landscape/hardscape, maintenance of traffic, signage, utility/storm work and relocation of lighting.

The Offeror shall furnish all labor, equipment, transportation, materials, supervision, bonds, insurance and services for and reasonably incidental to effectively accomplish the work.

The Scope of Work listed below is in no order. The scope of services to be provide by the selected Offeror for this project includes, but is not limited to:

- Onsite Supervision
- Stream Protection and Other Protections as required.
- Survey
- Protect the construction site with systems such as jersey barriers, fencing and signage, etc.
- The slope stabilization is considered a performance spec that will require review/approval from the Engineer of Record (RKK).
- Demolition/Rebuild: removal of asphalt, sidewalk, trees, earth, rocks, guardrails, hardscape, etc. Repave road, parking, striping, hardscape, landscape, new guardrails, curbs, etc.
- Maintenance of vehicle and pedestrian traffic, including signage and flag persons.
- Temporary directional signage and permanent signage.
- Gabion basket replacement/stabilization/reinforcement.
- Testing and Inspection of materials/conditions as described in the contract documents.
- Inclinometer installation/monitoring.

- Continue to monitor the slope's stability throughout the construction.
 - Dewatering as necessary in accordance with state and federal regulations.
 - Provide access to the site to preform work as necessary then restore any disturbed areas.
 - Etc.
- Prior to any onsite work, document, the site and photograph the area. Maintain regular progress and final photos.
 - Protect the site with temporary signage with the appropriate construction/danger signage, etc., to keep students from entering the work site, provide any detour and closure signs of paths, area, roads as required. Fencing shall be installed prior to the commencement of any work. It is the Contractor's responsibility to ensure the site is secure and will keep students and other out of the construction area when working at specific windows.
 - Provide any detour signs necessary to keep the flow of traffic moving, inclusive of pedestrian and vehicular traffic as necessary.
 - Site shall have temporary site lighting as needed to conduct any work during non-daylight activities and to prevent the site from being dark at night.
 - Offeror shall be responsible for the installation and removal of any necessary or required temporary work.
 - Testing and Inspection Firm shall be provided to inspect and test all materials and work in accordance with the contract documents.
 - Offeror shall be responsible for the restoration or replacement of all improvements and assets on or adjacent to the property that are not intended to be restored/disturbed or damaged in any way by the Offerors operations.
 - Sod if applicable, shall be installed and maintained (water, pruned, replaced as needed) until it takes root, etc.
 - Offeror shall be careful, locate in advance, protect, and not impact any underground and above ground utilities.

Final Cleaning: Offeror shall final clean all areas impacted by work:

- Remove miscellaneous and construction debris
- Cleaning of streets and walks as necessary, etc.

Landscaping: All landscaping as directed and any area impacted by the Work (sod or plantings if

destroyed) will need to be put back and maintained until they take root if damaged by ladders/scaffolding/etc. (two-year warranty will be required).

Codes: All local, state and federal codes/regulations shall be met and followed, including ADA, MDE/DNR/Storm Water Management, Federal Codes/Requirements (Corps of Engineers/EPA, Fire and Life Safety, etc.

Special Care: Special Care will be required regarding protect the public during these operations.

Hazardous Materials: Hazardous materials have been documented in the building and are to be removed as a part of this contract. Upon receipt of the manifest(s), the original shall be submitted to the University for its Records that the materials were disposed of properly. Offeror shall post all necessary warning signs as required. Offeror is also responsible for providing air test monitoring and reports. **Hazardous materials are not anticipated for this project.**

As-Built Documents: As-built documents of any remaining conditions and utilities are required to be submitted, preferably in an auto-cad and PDF format.

Permits: It will be the responsibility of the contractor to obtain and pay for any specialty permits needed to perform the work. A general building permit is not required. Hot Work permits shall be coordinated with the University's Office of Safety Hazard and Environment (OSHE) through Design & Construction Management's (DCM) Project Manager, MDE, DNR, City, etc., access to City Property is in progress.

Maintain the site and surrounding areas in accordance with MDE. Providing for the required inspections, maintenance and documentations. Documents are to be made available to Morgan or any regulatory agency upon request.

MDE: Contractor is responsible for notifying MDE at least 7 days prior to commencing any land disturbing activities unless waived by MDE. A pre-construction meeting shall be held with MDE prior to the start of work disturbing activities. Sediment Control measures and maintenance are Contractor's responsibility.

Roads: It is important for the Offeror to maintain the vehicle access on all roads leading to and surrounding the various project buildings during the Work activities. Any activities limiting access to the users will require, in advance, pre-authorization from the University and the users.

Third Party Inspections: Offeror is responsible to hire and maintain any and all third-party inspectors, including but not limited to: soil, concrete testing, air monitoring and testing, electrical, etc.

Salvage Items: Salvage any items specified.

Site Conditions: The site shall remain in a neat, orderly, and safe condition, inclusive of all dust control, sidewalks and pathways shall remain active and open.

Temporary Power: Offeror is responsible for providing any temporary power, lighting, and other utilities as necessary to ensure existing levels are maintained. Ensure the area remains lit during the off hours (dusk through dawn).

Utility Consumption: It will be the responsibility of the contractor to reimburse the University for the Consumption of any campus utilities, including but not limited to water, electric, etc. The rates are included in the Special Conditions.

Construction Hours: The location of the site is adjacent to residence halls and neighborhoods. Construction will not commence before 6 am, (loud noises not before 8:00 am) Monday – Friday. Construction may occur on weekends if approved in writing by the University in advance. Construction will not be allowed during the dates/times expressed in the Solicitation Schedule. There may be other major events that come up from time to time that may impact construction access.

Bathroom Facilities: Offeror shall provide “port-a-potties” for bathroom use, final location will be determined by the University. Tradesmen shall not utilize the Chapel bathrooms as they are not being maintained on a normal schedule through here.

Shoe Coverings: Not anticipated for this work.

Staging Areas: Construction staging shall be within the work zone for working vehicles. All other nonessential work vehicles shall be parted as designated by Morgan: (Lot Y, Lake Clifton or the parking garage). Include costs for parking at the garage or transporting persons from Lake Clifton).

Site Security: Contractor is responsible for the safety.

Progress Meetings: Progress Meetings shall occur with the Project team from the NTP through Substantial Completion at a minimum bi-monthly or bi-weekly. Meetings at critical times may be more frequent. The General Contractor shall record minutes of all meetings (unless otherwise notified by the University) and distribute within in 3-business days of the meeting.

Submittal Review: The AE/University will review and return submittals to the General Contractor within 14 calendar days and 21 days for submittals requiring the AE’s sub-consultants review and coordination and/or the University review and/or comments incorporated.

Daily Reports: Daily reports shall be provided to the University regularly but not longer than once a week and they shall be submitted electronically in PDF form with a signature from the Superintendent in charge.

LEED: We will not be seeking LEED on this project.

Building Information Modeling (“BIM”): The BIM process is not being employed for this project, but all As-Built documents shall be provided in the latest version of Auto-Cad which is compatible with the BIM process. Two copies of the electronic version and one (1) PDF copy shall be provided. **BIM modeling is not a requirement for this project.**

Coordination with Other Contractors and the University: As campus will remain active with daily university activities, general public, deliveries, athletic games, events and other construction projects coordination and advance notices are required throughout the project. Special attention to major campus activities.

INTERNSHIP PROGRAM: Participation in the internship program is encouraged but not required.

COMMUNITY HIRING: Hiring from the community is encouraged to supplement any work force requirements.

END OF SECTION 00006