

**REQUEST FOR PROPOSAL
FOR
FIRE ALARM MONITORING AND CONTROL SERVICES
FOR THE
CENTRAL FIRE ALARM & MASS NOTIFICATION SYSTEM
AT
UNIVERSITY OF MARYLAND BALTIMORE**

SOLICITATION #04-566BS

ISSUED: May 23, 2008

PRE-PROPOSAL MEETING: **(Friday, May 30, 2008, at 1:30 p.m.)**
UMB DEPARTMENT OF PROCUREMENT SERVICES
Saratoga Street Offices
220 Arch Street, Rm 02-101
Baltimore, MD 21201
(See Attachment D for UMB Campus Map)
(Note: The site visit will be conducted in conjunction with this meeting.)

**INITIAL TECHNICAL
PROPOSAL DUE DATE:** **Thursday, June 19, 2008 at 2:00 p. m.**
UMB DEPARTMENT OF PROCUREMENT SERVICES
Saratoga Street Offices
220 Arch Street, Room 02-100
Baltimore, Maryland 21201-1531

**PROCUREMENT/ISSUING
OFFICE:** UMB Department of Procurement Services
University of Maryland, Baltimore
Saratoga Street Offices
220 Arch Street, Room 02-100
Baltimore, Maryland 21201-1531

PROJECT MANAGEMENT: UMB Office of Facilities Management
University of Maryland, Baltimore
Saratoga Street Offices
Office Level III
220 Arch Street
Baltimore, Maryland 21201-1531

NOTE: All Addenda to this procurement will be posted on the UMB website.

**CAMPUS-WIDE FIRE ALARM MONITORING & MASS NOTIFICATION SYSTEM
AT
UNIVERSITY OF MARYLAND, BALTIMORE**

RFP #04-566BS

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**CAMPUS-WIDE FIRE ALARM MONITORING & MASS NOTIFICATION SYSTEM
AT
UNIVERSITY OF MARYLAND, BALTIMORE**

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SECTION 00100

I. INSTRUCTIONS TO PROPOSERS

SECTION 00100

I. INSTRUCTIONS TO PROPOSERS FOR THE CENTRAL FIRE ALARM MONITORING & CONTROL AND MASS NOTIFICATION SYSTEM CONTRACT

A. **SUMMARY:**

1. The objective of this Request For Proposal (RFP) is for the University of Maryland, Baltimore (herein referred to as "the University") to select a Fire Alarm Systems Manufacturer to provide a new campus-wide fiber based Central Fire Alarm Monitoring & Control and Mass Notification System for remotely monitoring the Fire Alarm Systems in Forty-two (42) buildings at the University of MD, Baltimore (UMB).
2. Upon selection of the Fire Alarm Systems manufacturer and approval by the Board of Public Works (BPW), the Contract will be executed between the University and the winning proposer.
4. All work performed under this contract shall be in accordance with the University of Maryland, Baltimore "Standard General Conditions of General Contractor Contract", (which is contained in this RFP as Section 00700 "Standard Conditions") as modified or supplemented by any amendments, supplementary conditions, the Contract Documents as listed herein, any addenda, and other components of the Contract.
5. The University anticipates having a contract in place with the successful Fire Alarm System manufacturer on or about *September 10, 2008*.

B. **INSTRUCTIONS FOR SUBMITTAL OF PROPOSALS:**

For detailed information on preparation and submittal of proposals see Section 00300 "Proposals, Evaluation, Forms".

C. **ISSUING OFFICE:**

1. The Issuing Office is:

University of Maryland, Baltimore
Department of Procurement Services
Saratoga Street Offices
220 Arch Street, Room 02-100
Baltimore, Maryland 21201-1531

Attn: Billye Sanford

(410) 706-7197
Fax: (410) 706-0655
<mailto:bsanford@af.umaryland.edu>
or

Robert Austin
(410) 706-3675
Fax: (410) 706-0655
<mailto:raustin@af.umaryland.edu>

2. The Issuing Office shall be the **sole** point of contact with the University for purposes of the preparation and submittal of the RFP proposal.
3. All questions on this procurement are to be directed to the Issuing Office.

D. PRE-PROPOSAL CONFERENCE:

1. A **Pre-Proposal Conference** inclusive of site tour will be held on Friday, May 30, 2008 at the UMB Saratoga Street Garage Office Complex, 220 Arch Street, Rm 02-101, Baltimore, MD 21201.

Note: Parking is available in the Saratoga Street Garage.

2. A walk through of the Project site will be conducted immediately following the Pre-Proposal Meeting.
3. Attendance is *not mandatory*, but is strongly recommended as clarifications may be provided.

E. DUE DATE AND TIME:

1. An original plus **9 (for a total of (10)) of the Technical Proposal only** must arrive at the Issuing Office **by Thursday, June 19, 2008 at 2:00 p.m.** in order to be considered. Proposers are requested to clearly mark the "original" set of the Technical Proposal.
2. Price Proposals will only be requested from those firms whose technical proposals achieve the required, minimum or better technical score per the RFP (see Section 00300 for further details). The due date for Price Proposals will be set upon completion of the technical evaluation, however, the University anticipates the price proposal due date to be on or around August 4, 2008.
3. Proposers mailing proposals shall allow sufficient mail delivery time to insure timely receipt by the Issuing Office. Proposals or unsolicited amendments to

proposals arriving after the due date and time will not be considered.

4. The Saratoga Street Offices, which house the Department of Procurement Services, is accessible by the general public between the hours of 8:30 a.m. until 5:00 p.m. Monday through Friday with the exception of legal holidays. There is a guard in the lobby area and vendors are required to sign in at the guard's desk and gain permission to enter the Office Levels of the building. The Office Level II (13th floor), where the Department of Procurement Services is located is accessible to the public by two elevators located in the main lobby of the building. If you park in the Saratoga Street Garage and Office building, you must take the garage elevators down to the ground level and then enter the Lobby, where the guard's desk is located and utilize the elevators located in the Lobby in order to ascend to the Office Level 2. Vendors must allow sufficient time in submitting replies to solicitations to insure timely receipt by the Issuing Office.
5. LATE PROPOSALS CANNOT BE ACCEPTED. Proposals are to be delivered to the University's Department of Procurement Services, Room 02-100, Office Level II, 220 Arch Street, Baltimore, Maryland 21201-1531. The University recommends against use of mail or delivery services, which will not guarantee delivery directly to Room 02-100. Proposals delivered to the campus central mail facility or to locations other than Room 02-100 will not be considered "received" by the University Office of Procurement Services until they arrive at Room 02-100 and are clocked in. The University will not waive delay in delivery resulting from need to transport a proposal from another campus location to Room 02-100, or error or delay on the part of the carrier.

F. MODIFICATIONS AND WITHDRAWAL OF PROPOSALS:

1. 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.
2. No withdrawal or modifications will be accepted after the time proposals are due.

G. QUESTIONS AND INQUIRIES:

1. Questions and inquiries shall be directed to the individuals referenced with the Issuing Office above. The Issuing Office will be open from 8:00 a.m. to 5:00 p.m., weekdays.
2. Items affecting the scope of work or conditions of the contract shall be subject

to the conditions of Addenda per Section O below.

H. TERMINOLOGY:

All references in this RFP to the Account Executive, Project Manager, Proposer, and other person or persons are made relative to the singular person, male gender (e.g. "he", "him", "his", etc.) These are intended only as generic terms relative to number and gender, and are employed solely to simplify text and to conform with commonly used fire alarm manufacturing specifications language.

I. SITE INVESTIGATION:

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

J. COMPETITIVE NEGOTIATION:

1. The University reserves the right to make an award with or without negotiations. Only those proposers who are determined "to be reasonably susceptible of being selected for award shall be offered the opportunity to participate in the process."
2. Minor irregularities in proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the best interest of the University.

K. PROPOSAL SECURITY:

With submission of the Price Proposal in accordance with this RFP, all proposers are required to comply with the following proposal security:

1. If the Proposer's Technical Proposal is found responsive and is requested to submit a Price Proposal, and the total Price Proposal is \$100,000.00 or more, each Proposer shall furnish with his price proposal a "bid bond" issued by a surety company licensed to issue bonds in the State of Maryland. The bond must be in an amount not less than five percent (5%) of the total amount of the price proposal (sum of the fees and reimbursables) and shall be in the form specified (see sample in Section 00300 "Proposals, Evaluation, and Forms").

2. Acceptable security shall be limited to: a) a bond in a form satisfactory to the State underwritten by a surety company authorized to do business in the state; b) a bank certified check, bank cashier's check, bank treasurer's check, cash, or trust account; c) pledges of securities backed by full faith and credit of the United States government or bonds issued by the State of Maryland; d) Irrevocable letters of credit in a form satisfactory to the Attorney General and issued by a financial institution approved by the State Treasurer; and e) the grant of a mortgage or deed of trust on real property located in the State when it is satisfactory to the procurement officer, the face amount of the instrument does not exceed 75% of the contractor's equity interest in the property, and the assignment of the mortgage or deed or trust is recorded in the county land records pursuant to Real Property Article, 30193, Annotated Code of Maryland.

3. Assistance in obtaining bid, performance and payment bonds may be available to qualifying small businesses through the Maryland Small Business Development Financing Authority (MSBDFA). MSBDFA can directly issue bid, performance or payment bonds up to \$750,000. MSBDFA may also guaranty up to 90% of a surety's losses as a result of a contractor's breach of contract.

MSBDFA's exposure on any bond guaranteed may not, however, exceed \$900,000. Bonds issued directly by the program will remain in effect for the duration of the contract, and those surety bonds that are guaranteed by the program will remain in effect for the duration of the surety's exposure under the contract. To be eligible for bonding assistance, a business must first be denied bonding by at least one surety in both standard and specialty markets within 90 days of submitting a bonding application to MSBDFA. The applicant must employ fewer than 500 full-time employees or have gross sales of less than \$50 million annually, have its principal place of business in Maryland or be a Maryland resident, must not subcontract more than 75 percent of the work, and the business or its principals must have a reputation of good moral character and financial responsibility.

Finally, it must be demonstrated that the bonding or guarantee will have a measurable economic impact, through job creation and expansion of the state's tax base. Applicants are required to work through their respective bonding agents in apply for assistance under the program. Questions regarding the bonding assistance program should be referred to:

Maryland Department of Business and Economic Development
Maryland Small Business Development Financing Authority
826 East Baltimore Street

Baltimore, Maryland 21202
Phone: (410)333-4270
Fax: (410)333-6931

Should the Proposer to whom the contract is awarded fail or be unable to execute the contract, for any reason, within ten (10) days after notification of award, then an amount equal to the difference between the accepted price, and that of the proposer to whom the award subsequently is made shall be paid to the University as liquidated damages.

4. The Proposer to whom a contract in excess of \$100,000.00 is awarded also must furnish Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the Guaranteed Maximum Price (GMP) including executed Change Orders, in the form specified (see samples in Attachment B). These must be provided at the time of the signing of the contract and prior to the start of any work.
5. Evaluation of a Request for Proposal takes a considerable length of time. Maryland State Law does not permit any information regarding the evaluation to be released prior to the award. The award date is the date of approval by the Board of Public Works.
6. Bid Bonds remain in effect a minimum of **one hundred and twenty (120)** days from the due date of the Price Proposals as all Price Proposals shall remain firm for one hundred twenty calendar days (refer to Section 00100, L. below).
7. Should the Proposer to whom the contract is awarded fail or be unable to execute the contract, for any reason, within ten (10) days after notification of award, then an amount equal to the difference between the accepted price, and that of the proposer to whom the award subsequently is made shall be paid to the University as liquidated damages.
8. Performance and Payment Bonds, each in the amount of one hundred percent (100%) of each contract amendment for construction work, must be furnished, including executed Change Orders, in the form specified (see forms in Attachment B). Please note that as part of the Technical Proposal, a Proposer must indicate its capability of obtaining the necessary bonds.
9. At the time of presentation of the Guaranteed Maximum Price (GMP), the Construction Manager will be required to comply with proposal security requirements and provide an additional bid bond or other acceptable security on the terms and conditions set forth above. Should the Contractor fail to execute the Contract Amendment(s) as required, then an amount equal to the

difference between the accepted price and that of the person or entity who serves as Construction Manager subsequently shall be paid to the University as liquidated damages.

L. RIGHT TO REJECT PROPOSALS AND WAIVE INFORMALITIES:

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

M. IRREVOCABILITY OF PROPOSALS:

1. The price proposal for this project shall be irrevocable for one hundred twenty (120) calendar days from the proposal due date. This period may be extended by written mutual agreement between the Proposer and the University.

N. LICENSES AND QUALIFICATIONS:

1. Proposers must be licensed as required by the Construction Firm Law of Maryland (Article 56, Section 180, Annotated Code of Maryland) and shall submit proof of current licensing with their proposal.
2. The University reserves the right to require that the Fire Alarm manufacturer demonstrate that it has the skills, equipment and other resources to satisfactorily perform the nature and magnitude of work necessary to complete the project within the proposed contract schedule. (See Section 00300 of this RFP for further information/details.)

O. CLARIFICATIONS AND ADDENDA:

1. Should a Proposer find discrepancies in the RFP documents, or should he be in doubt as to the meaning or intent of any part thereof, he must, not later than seven (7) days (Saturdays and Sundays excluded), prior to the proposal due date, request clarification in writing from the Issuing Office, who will issue a written Addendum to the Contract. Failure to request such clarification is a waiver to any claim by the Proposer for expense made necessary by reason of later interpretation of the RFP documents by the University. Requests shall include the RFP number and name.
2. Oral explanations or instructions will not be binding; only written Addenda will be binding. Any Addenda resulting from these requests will be posted to the UMB website (<http://www.procurement.umaryland.edu/ebid/ebid.cfm>) no

later than five days prior to the proposal due date. The Proposer shall acknowledge the receipt of all addenda in the space provided on the Proposal Form.

3. Any addendum/amendments to the RFP must be acknowledged by persons and entities known to have been issued, or otherwise to have received the RFP. Addendum Acknowledgement forms (found in Attachment A) are to be completed and signed with Technical Proposal. In addition, space is provided on the Price Proposal form to indicate these.

P. CANCELLATION OF THE RFP:

The University may cancel this RFP, in whole or in part, at any time before the opening of the proposals.

Q. PROPOSAL ACCEPTANCE:

The University reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP; to waive minor irregularities; or to negotiate with all responsible proposers, in any manner necessary, to serve the best interest of the University of Maryland. Further, the University reserves the right to make a whole award, multiple awards, a partial award, or no award at all.

R. ORAL PRESENTATION:

1. Proposers who submit proposals and achieve the required, minimum or better technical score will be required to make individual presentations to University representatives (see Section 00300 for details).
2. The University also reserves the right to visit Proposer's place of business during the evaluation process.

S. ECONOMY OF PREPARATION:

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

T. CONFIDENTIAL/PROPRIETARY INFORMATION:

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

U. MINORITY BUSINESS ENTERPRISE NOTICE:

1. Minority business enterprises are encouraged to respond to this RFP.
2. As of 7/1/01, the State of Maryland has established a goal of 25% MBE participation for all state agencies.
3. The minority business participation level for this RFP is set at **not less than twenty-five percent (25%)** of the total contract value inclusive of all fees. The form entitled "Minority Business Enterprise Utilization and Fair Solicitation Affidavit" will be required with the submission of the Technical Proposal (see Attachment A). The "MBE Participation Schedule" (see Attachment B) will be required at the time of issuance of the initial contract as well as with each contract amendment. (See Section 9.05 of the UMB General Conditions for the Construction Contract 00700 for additional information regarding MBE participation.) By submitting a response to the RFP, the proposer agrees that such a percentage of the total contract award will be performed by minority business enterprises.
4. In addition, the University encourages Proposers to exceed this minimum MBE participation level of **25%** (see Section 00300 for details).
5. If the resulting award is to an MBE Prime or JV, the contractor is still expected to achieve **25%** MBE participation in accordance with U.3 above.

V. FINANCIAL DISCLOSURE BY PERSONS DOING BUSINESS WITH THE STATE:

Proposers providing materials, equipment, supplies or services to the University must comply with Section 13-221 of the State Finance & Procurement Article of the Annotated Code of Maryland which requires that every business which enters into contracts, leases or other agreements with the University and receives in the aggregate

\$100,000, or more, during a calendar year shall, within 30 days of the time when the \$100,000 is reached, file with the Secretary of State a list containing the names and address of its resident agent, each of its officers, and any individual who has beneficial ownership of the contracting business.

W. ARREARAGES:

By submitting a response to this solicitation, a vendor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, 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.

X. BID/PROPOSAL AFFIDAVIT:

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

Y. MULTIPLE/ALTERNATIVE PROPOSALS:

Proposers may not submit more than one (1) proposal nor may proposers submit an alternate to this RFP.

Z. JOINT VENTURE PROPOSERS:

If the Proposer is a joint venture firm, the Proposer must provide all identification information for all parties and all requirements for all parties (i.e., licenses, insurance, etc.) as requested. As part of the technical proposal submission under the category of Profile of Proposer (see Section 00300 for details), the proposer must identify the responsibilities of each joint venture party with respect to the scope of services/work (per Section 00400) inclusive of the requirements for each entity based on such services as described in this RFP document.

NOTE: If the selected Fire Alarm manufacturer is a joint venture firm, all joint venture parties will be held responsible for the contract obligations separately and severally.

AA. ADDENDUM

Any addendum/amendments to the RFP must be acknowledged by persons and entities known to have been issued, or otherwise to received the RFP. An Acknowledgment of Addendum form is provided in Attachment A and is to be submitted accordingly with the Technical Proposal. Space is provided on the Price Proposal form to also indicate these.

BB. INCURRED EXPENSES:

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

CC. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

A debriefing of an unsuccessful proposer shall be conducted upon written request submitted to the procurement officer within 10 days after the proposer knew or should have known its proposal was unsuccessful. The debriefing shall be limited to discussion of the unsuccessful offeror's proposal only and shall not include a discussion of a competing offeror's proposal. Debriefings shall be conducted at the earliest feasible time. A summarization of the procurement officer's rationale for the selection may be given.

DD. MARYLAND PUBLIC ETHICS LAW, TITLE 15

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

If the bidder/offeror has any questions concerning application of the State Ethics Law to the bidder/offeror's participation in this procurement, it is incumbent upon the bidder/offeror to seek advice from Suzanne S. Fox, Executive Director, State Ethics Commission, 9 State Circle, Suite 200, Annapolis, MD 21401, 410 974-2068.

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

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

EE. USE OF AFFILIATES TO AVOID TAXATION ON INCOME FROM STATE CONTRACTS

Contractor agrees that it will not reduce its income subject to tax by claiming a deduction for royalty or similar payments for trademarks, trade names, or intangible property that shift income from the contractor to an affiliated entity that does not file Maryland income tax returns. Contractor agrees that any affiliated entity receiving such payments is doing business in Maryland and is required to file Maryland income tax returns. Contractor agrees that during the course of this contract: (1) it shall not make any such royalty or similar payments to any affiliated company; but (2) if any such royalty or similar payments are made, contractor and the affiliated company shall file separate Maryland income tax returns and pay their respective Maryland income taxes in such a manner that contractor may claim a deduction against Maryland income tax for such payments only if the affiliated company receiving the royalty or similar payment files its Maryland income tax return and pays Maryland tax, under a formula that reasonably apportions the income of the affiliated company among the states, including Maryland, in which the contractor does business. Contractor agrees that it is authorized to bind its affiliated entities to the terms hereof.

FF. PAYMENTS TO CONTRACTORS BY ELECTRONIC FUNDS TRANSFER (EFT)

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

GG. "eMARYLAND" MARKETPLACE

The successful bidder/offeror under this solicitation must be registered on eMaryland Market Place prior to receiving a contract award. The instructions for registration can be found on the eMM website at www.eMarylandMarketplace.com

END OF SECTION 00100

SECTION 00200

II. INFORMATION AVAILABLE TO PROPOSERS

SECTION 00200

II. INFORMATION AVAILABLE TO PROPOSERS

- A. **CONTRACT DOCUMENTS:** This RFP #04-566BS dated May 23, 2008 consists of the documents noted below.

All sections are contained **within the RFP document** with other documents packaged separately as noted:

- 00100 Instructions to Proposers;
- 00200 Information Available to Proposers;
- 00300 Proposals, Evaluation and Forms (Articles 1 through 4);
- 00400 Scope of Work (Articles 1 through 3);
- 00500 [Intentionally Omitted];
- 00600 [Intentionally Omitted];
- 00700 University's Standard General Conditions for Construction dated 10/15/97;
- 00800 Amendments to University Standard General Conditions dated 8/30/04
- 00830 Prevailing Wage Rates
- Appendix A University Forms Required with Proposal Submittal(s) (i.e., Minority Business Enterprise Utilization and Fair Solicitation Affidavit (MBE Attachment A), Bid/Proposal Affidavit, Key Personnel Form, Key Personnel, Working Relationship Form, Experience Form, Annual Sales Volume/Completed Projects Form, Current Workload Form, and Acknowledgment of Addenda Form.

Appendix B University Forms Required to be signed/ provided by the Selected Fire Alarm Manufacturer at time of contract award (i.e., Contract Affidavit, Performance & Payment Bonds and MBE Participation Schedule (MBE Attachment B), and University's Construction Contract);

Appendix C Price Proposal Forms

Appendix D UMB Campus Map;

Appendix E University Shop Drawing/Submittal Flow Chart.

The following Contract Documents are packaged separate from this RFP:

Project Manual for campus Fire Alarm Monitoring System at University of Maryland, Baltimore dated April 1, 2008.

Drawings for the Campus Fire Alarm Monitoring System University of Maryland Baltimore dated 4/1/2008

100 N Greene Specifications dated March 7, 2008

Drawings for 100 N Greene Street Replace Fire Alarm System dated March 7, 2008.

School of Social Work Building, New Fire Alarm System, Bid Documents dated, September 05, 2007.

Drawings for the School of Social Work Building, New Fire Alarm System dated September 5, 2007.

University Design Standards dated March 2000; and,

Any Addenda, which may be issued prior to the Proposal Due Date.

All of these materials will be included in the Contract with the University awarded as a result of this solicitation. The Proposer by submitting its proposal agrees that if awarded the Contract that it, as Construction Manager, will be bound under the Contract to all the terms and conditions thereof.

- B. SET OF DOCUMENTS AVAILABLE TO PROPOSERS: The RFP, Attachments A through G, and drawings and specifications are available on the UMB eBid Board at <http://www.procurement.umaryland.edu/>. Printed

copies of these documents will be available from the UMB procurement office for a non-refundable fee of \$150.00.

Please note: This project will be a prevailing wage rate job. Prevailing wage rates will be provided to the successful firm at the appropriate time prior to the Pricing phase of the procurement.

C. PRE-PROPOSAL CONFERENCE

1. A Pre-Proposal Conference and tour of the site will be conducted for all interested parties early in the proposal phase of the project as indicated in Section 00100 Instructions to Proposers for the Construction Manager Contract.
2. Subsequent inspection of the site may be arranged by contacting the Issuing Office identified in Section 00100 Instructions to Proposers. Attention is directed to the following provisions in Section 00100:

G. Questions and Inquiries

I. Site Investigation

O. Clarifications and Addenda

D. AVAILABLE RECORD DOCUMENTS:

1. The University's Facilities Management Office upon request will make accessible to the Proposers any available record drawings, utility plans, and other data pertinent to existing conditions to the extent that such material is available. The University, however, can offer no assurances that such drawings, property description, or other data are accurate, current or complete.
2. Such documents must be used, or copied, at the University's Facilities Management Office. The Proposers shall assume the responsibility for cost of reproduction as well as replacing any damaged documents.

END OF SECTION 00200

SECTION 00300

III. PROPOSALS, EVALUATION AND FORMS

SECTION 00300

PROPOSALS, EVALUATION, AND FORMS

INTRODUCTION/OVERVIEW

ARTICLE 1

A. **INTRODUCTORY SUMMARY OF PROPOSAL SUBMITTALS:** Responses to RFP 04-566BS are to consist of the following:

1. **Technical Proposal Submittal** (see Article 2 of this Section 00300 for detailed information): All proposers will be required to first submit **only a Technical Proposal without a Price Proposal**. *One (1) original and five (5) copies (for a total of 6) of the Technical Proposal Submittal are to be provided by each proposer. The Technical Proposal Submittal is due by **Thursday, June 19, 2008 at 2:00 p.m. to the Issuing Office.***
2. **Oral Presentations** (see Article 3 of this Section 00300 for detailed information): *only those Proposers whose technical proposals achieve the required minimum or better technical score in the Initial Technical Evaluation will be requested to attend an Oral Presentation at the University. The date and time for these sessions will be set upon completion of the initial technical evaluation; however, it is **anticipated** that the Discussion Sessions will be conducted on Friday, July 18, 2008, **8:30 a.m. to 5:30 p.m.**, so proposers are advised to set all day on this date aside on the Key Personnel calendars accordingly so as to avoid any conflicts.*

The purposes of the Oral Presentations Session are as follows:

- (i) to allow the University to meet the Proposer's key personnel **and provide them an opportunity to convey their background and expertise as it applies to the University's project,**
- (ii) to provide an opportunity to clarify the scope of services for this Project; **and to provide the manufacturer's team the opportunity to address their understanding of construction services required for this project, and their expertise in providing the same;**
- (iii) **to discuss selected categories of the Proposer's Technical Proposal; and,**
- (iv) to review the Price Proposal form.

Each proposer will be required to have the following key personnel attend: *Account Executive, Project Manager/Engineer, and Field Superintendent.*

Following the Oral Presentations, the University will conduct a Second Phase Technical Evaluation per the RFP.

3. **Price Proposal Submittal** (see Article 3 of this Section 00300 for detailed information): Only those Proposers whose technical proposals maintain the required minimum or better technical score in the Second Phase Technical evaluation will be requested to submit a Price Proposal. One (1) original and one (1) copy (for a total of 2) of the Price Proposal are to be provided. The **due date** for submission of the **Price Proposal** is set for Monday, August 4, 2008 at 2:00 p.m. **to the Issuing Office.**

B. TRANSMITTAL LETTER

A transmittal letter prepared on the Proposer's business stationery must accompany the Technical Proposal Submittal. The purpose of this letter is to transmit the Proposal; therefore, they should be brief, but shall list all items contained within the Technical Proposal. The letter must be signed by an individual who is authorized to bind his firm to all statements, including services and financials, contained in the Proposal.

C. SIGNING OF FORMS

The Price Proposal, if submitted by an individual, shall be signed by the individual; if submitted by a partnership or joint venture, shall be signed by such member or members of the partnership or joint venture as have authority to bind the partnership or joint venture; if submitted by a corporation, shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary.

If not signed by an officer, there must be attached a copy of that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation. Signatures shall be under seal, i.e.: indicated by the word "(Seal)" following signature of individual and partner proposers, and indicated by affixing the Corporate Seal at corporate signatures.

- D. FORMS PACKAGE:** Forms for each of the items required in the Technical Proposal (except items 1, and 2 and the transmittal letter) are furnished under the RFP Number on the eBid board as a separate document. The forms required for the Technical Proposal are listed as Attachment A in the Forms Package.

The Price Proposal form is also provided in the Forms Package under Attachment B; however, the price proposal will only be requested from those firms whose technical proposals achieve the required minimum or better technical score and is anticipated to be due on August 4, 2008.

END OF SECTION 00300, ARTICLE 1

SECTION 00300
PROPOSALS, EVALUATION, AND FORMS
ARTICLE 2
TECHNICAL PROPOSAL SUBMITTAL

A. TECHNICAL PROPOSAL SUBMITTAL:

The Technical Proposal must be submitted in a sealed envelope. The envelope shall have the Proposer's name; the project name and project number prominently displayed, together with the words, "TECHNICAL PROPOSAL".

Technical Proposals shall be delivered on, or before, **Thursday, June 19, 2008** to the University's Procurement Services office at the address noted in Section 00100 of the RFP as "The Issuing Office".

A transmittal letter prepared on the Proposer's business stationery **must** accompany the Technical Proposal Submittal. The purpose of this letter is to transmit the Proposal; therefore, they should be brief, but shall list all items contained within the Technical Proposal. The letter must be signed by an individual who is authorized to bind his firm to all statements, including services and financials, contained in the Proposal

The following items must be included in this Initial RFP Submittal. (Forms for 3., 4., and 5 [if applicable] are included in the RFP package. Items 1 and 2 should be provided by Proposer.)

1. Detailed responses to Section 00300, Article 2, Item C, Technical Proposal Criteria, Items 1 through 4 (noted in "C" below);
2. Contractor's license (photocopy);
3. Bid/Proposal Affidavit;
4. Minority Business Enterprise Utilization and Fair Solicitation Affidavit (MBE Attachment A); and,
5. Acknowledgement of Receipt of Addenda (If addenda are issued prior to the Technical Proposal due date, this form acknowledging receipt of all addenda **MUST** be included with your Technical Proposal.)

Forms for each of the items required in the Technical Proposal (except items 1. and 2. and the transmittal letter) are available in the Forms Package listed with the RFP on the UMB eBid Board at <http://www.procurement.umaryland.edu/>

B. PROJECT SCHEDULE: A time frame of ten (10) months is allotted for this work to be completed from the date of issuance of Notice to Proceed (NTP).

A. Technical Offer Criteria

The following information must be furnished in your Technical Offer. Failure to include any of the items noted below in your technical offer may result in the offer being considered non-responsive. The criteria are listed in order of importance. Proposers are to compile their Technical Offer in this same order.

1. KEY PERSONNEL: Within this category, the named positions are defined below. These key people **MUST** be direct employees of the proposing firm.

ACCOUNT EXECUTIVE: Senior level position from the proposing firm who will oversee the project from an executive level and to whom the Project Manager directly reports.

PROJECT MANAGER/ENGINEER: Person from the contractor who will be involved on a continual basis from commencement of the contract until construction completion. This person will be responsible for the overall management of the contracting team and the completion of the project. The PM/Engineer must be a National Institute for Certification in Engineering Technologies (NICET) Level IV senior engineering technician

FIELD SUPERINTENDENT: Person from the contractor who will be on site 100% once construction commences and will be responsible for the direct supervision of the trade contractors, daily coordination of the work on site to maintain the schedule, and on site management such as material deliveries, etc.

Provide the names of the **Account Executive, Project Manager and Field Superintendent** (100% on site supervisor) to be assigned to the UMB Central Fire Alarm Project, if awarded. **Complete a Key Personnel Form for these people** inclusive of the following:

Note: The Key Personnel Form was developed for use on this procurement to ensure that all requested information is provided. Proposers are not required to utilize this form; however, should a Proposer elect not to use this form, it is the Proposer's responsibility to provide all requested information within his Technical Offer.

- **Educational background;**
- **Work experience with the proposing firm** inclusive of duration of employment and position(s) held;
- **Work experience with prior employers,** durations of employment and position(s) held; and,
- **Specific project experience similar to the UMB Central Fire Alarm Project** (preferably the projects listed in #2 below) and the role this person played as well as the duration of involvement in each selected project with higher consideration to be given if the role is the same to be assigned on the UMB project. . A brief description of the project should be given including the type of work performed, dollar volume of project, and schedule of the job if not provided elsewhere in the technical offer.
- **Personnel References:** Provide three (3) **project references** for the Account Executive, Project Manager and the Field Superintendent in the space provided on the Key Personnel form. If such references are not from the projects listed under Experience in #2 below (which are preferable), please provide a brief description of the project with each reference. Such references are to be **project references not employment references;** that is, the University is interested in speaking to a Project Owner regarding the person's performance on a particular project. It is important that such references can speak to the performance of the person in the role to be assigned.

Such references are to be from different projects; that is, only one reference per project is allowed. Only two (2) references for each person, from within the University of Maryland, Baltimore or one of the USM institutions in the Baltimore Region.

In addition, the University reserves the right to check other sources available. Such references will be held in strictest confidence by the University.

Key Personnel Notes:

1. Higher consideration will be given if the Project Manager and Field Superintendent have experience in a Campus setting, and working in occupied buildings.
2. Higher consideration will be given if the Account Executive, Project Manager and Field Superintendent have worked together on previous successful projects.

NOTE: Personnel Commitment: By submitting these names for consideration, the Proposer is committing these people to the University for this project's duration if awarded the project. No personnel changes will be permitted without written authorization from the University.

2. **FIRM EXPERIENCE/REFERENCES:**

2.1 Complete the **Contractor Experience Form** (found in Appendix A for three (3) **projects recently completed** which are similar to the UMB Central Fire Alarm Project, inclusive of work performed in an occupied setting and similar in scope to this project.

To be considered as experience, projects must meet criteria as follows:

Each Proposer is to submit information on a total of three (3) relevant projects as follows:

- Three (3) projects completed by the proposing firm and must be completed within the last five years;
- All of the projects must include design, installation, construction, programming, start up for replacement or installation of a fire alarm system including head-end equipment

For each project, the Proposer must complete the Contractor Experience Form* provided in this RFP document.

Of these three (3) projects, the criteria noted below must be met in order for a project to be considered as experience.

Project Type:

- One (1) of the three (3) projects must be a campus wide* fire alarm monitoring and control installation project with higher consideration if the project included a Mass Notification System (MNS);

NOTE: *Campus wide setting is defined as a multi-building environment (minimum 5 buildings) with a fiber-optic backbone communications network and multiple head-end work stations.

- One (1) of the three (3) projects must be a fire alarm installation project which include a voice-activated and distributed architecture;
- Two (2) of the three (3) projects must be fire alarm renovation or fire alarm replacement work performed in occupied setting while maintaining the existing fire alarm system.

Project Size:

- One project must be \$200,000 or greater with a minimum of five (5) buildings and a head-end monitoring station.
- One (1) project must be at or greater than \$100,000.
- One (1) project must be at or greater than \$ 50,000.

Project Completion:

- Two (2) of three (3) projects need to be 100% completed.
- One (1) of three (3) projects can be in construction, but must be at least 50% complete, with higher consideration if all projects are 100% completed.

All proposers are to base their responses on their three (3) most recently completed projects that reflect the size, complexity, and scope of work required under this RFP in accordance with required criteria.

Please Note: If your firm is a local office of a parent company, such experience must be performed by the local firm in order to be considered.

As indicated on the form, the following information is to be provided for each project as follows:

- a. Customer/Project Owner's name, address, contact name and telephone number;

- b. A brief, but detailed, description of the project [inclusive of type of project, setting, site constraints/challenges, and schedule];
- c. The name of your firm's Account Executive, Project Manager and Field Superintendent;
- d. The dollar amount of the contract on this project;
- e. The start date and date of completion of the project; and,
- f. List the similarities of your project to the UMB Central Fire Alarm Project.

NOTE: Experience noted should demonstrate the Proposer's knowledge and ability to perform similar type work with higher consideration given if work done in a similar occupied campus setting; involves campus fire alarm monitoring systems and mass notification systems, similar in dollar size and schedule, done in an urban environment, and the Project Manager and/or Field Superintendent to be assigned to the UMB Central Fire Alarm Project are listed on the projects submitted under this Experience category.

2.2 **Firm References:** The references of customers of previous similar work given in #2.1 above will be checked by the University.

In addition, provide one (1) additional, project reference for the University to check and with each provide a brief description of the project completed for each. (label as additional reference)

All references should include a contact person who can comment on your firm's ability and performance on a project of this type.

It is imperative that contact names and phone numbers be given for the projects listed and be accurate. In addition, the University reserves the right to check other sources available. References will be held in the strictest of confidence by the University.

2.3 **PROJECT SPECIFIC BACKGROUND:** In response to this RFP, proposers are to complete the "Project Specific" form included with the RFP solicitation package. By completing this form, a summary of the firm's specific expertise and experience in completing a similar project is to be provided, including, but not limited to:

- (i) A description of other projects performed by your firm or your firm's personnel where there were similar circumstances central fire alarm monitoring and control systems and mass notification systems and associated work, etc.).
- (ii) Identify one aspect of this project which your firm considers to be the most challenging and how your firm would address this issue.
- (iii) Comment on the feasibility of completing the project within the identified ten (10) month timeframe. Identify any extraordinary measures such as work acceleration, dual work shifts, weather conditions, extended hours or longer work weeks necessary to achieve the work within the required schedule.

3. **COMPANY PROFILE**: Note: The information requested in these criteria (Item 3.2 and 3.3 below) are to be provided on the **local office only who will be managing the contract**, not on the parent organization, unless the parent organization is the Proposer.

- 3.1 Complete the "Company Profile" form included with this bid package. Please be sure to include a brief, but informative, history of your firm and its background in doing work similar to the UMB School of Social Work Fire Alarm Project.
- 3.2 Complete the "Annual Sales Volume" form included with this bid package for the last three years (2005-2007).
- 3.3 Complete the "Current Work Load" form included with this bid package on which you are to list current projects, on which your firm is committed, the dollar volume of each and the time frame for each. In addition, please describe your firm's ability, (i.e. resources, personnel, etc) to accomplish the proposed services on this project with specified time frame in the space provided on this form.

4. **MINORITY BUSINESS ENTERPRISE (MBE) PARTICIPATION:**

Per the RFP documents, the successful FIRE ALARM CONTRACTOR will be required to meet a minimum MBE subcontractor participation level of 25% of the total contract award. MBE participation can be achieved by a Proposer via MBE consultants, MBE suppliers, and/or MBE trade contractors. All MBE's must be currently state certified by the Maryland Department of Transportation and must

not have graduated from the program. (Note: Those firms who have graduated from the MBE program are still listed in the MDOT MBE Directory but have a “G” by the Standard Industrial Classification Code (SIC) Number(s) which indicates their graduation. If a firm has graduated, it cannot be considered as part of the achieved MBE participation level.)

- a . Proposers are to note in their Technical Proposal under this category as to what MBE participation level they will commit to.

END OF SECTION 00300, ARTICLE 2

SECTION 00300

PROPOSALS, EVALUATION, AND FORMS

ARTICLE 3

ORAL PRESENTATION AND PRICE PROPOSAL

- A. **ORAL PRESENTATION:** Only those Proposers whose Technical Proposals achieve the required minimum or better technical score will be requested to attend an Oral Presentation at the University.

The date and time of the Oral Presentation will be set by the University upon completion of the evaluation of the Technical Proposals, however, these sessions are anticipated to be held on Friday, July 18, 2008. Proposers are advised to set this date aside in their entirety accordingly on all Key Personnel's calendars as this date is not expected to change. The actual date will be confirmed in writing and sent to the applicable proposers at the time it is requested.

The purposes of the Oral Presentation are as follows:

1. to allow the University to meet the Proposer's key personnel and provide them an opportunity to convey their background and expertise as it applies to the University's project;
2. to discuss selected categories of the Proposer's Technical Proposal;
3. to provide an opportunity to clarify the Fire Alarm Manufacturer's scope of services for this Project; and to provide the Fire Alarm Manufacturer's team the opportunity to address their understanding of the scope of work required for this project, and their expertise in providing the same; and,
4. to review the Price Proposal form.

Each proposer will be required to have the following personnel attend the Presentation Session: Account Executive, Project Manager/Engineer and Field Superintendent.

At the time the Oral Presentations are scheduled, the University will confirm in writing with each Proposer the specifics of these sessions inclusive of the topics, time periods, and requested personnel.

Upon completion of the Oral Presentations, the University will conduct the Second Phase Technical Evaluation as described in Section 00300, Article 4.

- B. **PRICE PROPOSAL:** After completion of the Oral Presentations, only Proposers who

maintain the minimum or better technical score, will be requested to submit a Price Proposal. One (1) original and one (1) copy (for a total of 2) of the Price Proposal are to be provided. The due date for submission of the Price Proposal is set at **Monday, August 4, 2008.**

Proposers will be requested to provide the following in their Price Proposal:

The Price Proposal shall clearly indicate a firm-fixed-price to the University for all labor , materials and equipment required to complete the included scope of work.

END OF SECTION 00300, ARTICLE 3
SECTION 00300

PROPOSALS, EVALUATION, AND FORMS

EVALUATION OF PROPOSALS

ARTICLE 4

A. **TECHNICAL EVALUATION:**

1. An **Initial Technical Evaluation** of the Technical Proposals will be conducted by a University Selection and Evaluation Committee prior to the Oral Presentations. The order of importance of the technical criteria is as follows: Fire Alarm Manufacturer's Organization/Key Personnel, Firm Experience, Company Profile, and MBE Participation. A Technical Score of 75% or better of the available technical points must be achieved in order for a proposer to advance to the Oral Presentation phase of this procurement. Proposals cannot be modified, supplemented, cured, or changed in any way after the due date and time for technical proposals.
1. Only those firms whose technical proposals achieve the required, minimum or better technical score in the Initial Technical Evaluation, will then be asked to attend an **Oral Presentation** at the University. (See Section 00300, Article 3 for further information regarding the Oral Presentation.)
2. Following the Oral Presentations, a **Second Phase Technical Evaluation** will be conducted. The order of importance of the technical criteria will be as follows: Fire Alarm Systems Manufacturer Organization/Key Personnel including References, Firm Experience including References, Company Profile, and MBE Participation.

The Second Phase Technical Evaluation will consist of scoring of the Key Personnel References and Firm References, and the re-scoring of all the other categories based on the Oral Presentations.

A Technical Score of 75% or better of the available technical points must be maintained in the Second Phase Technical Evaluation in order for a proposer to advance to the Price Proposal phase of this procurement.
3. Only those firms whose technical proposals maintain the required, minimum or better technical score in the Second Phase Technical Evaluation will then be asked to submit a **Price Proposal** to the University. (See Section 00300, Article 3 for further information regarding the Price Proposals.)
5. Further information may be requested by the University during the technical evaluation process and a Best & Final technical phase may be conducted.

B. PRICE PROPOSAL EVALUATION:

1. Price Proposals will not be opened publicly.
2. Price Proposals will be evaluated based on the sum total of the base price plus the alternates.
3. The University may elect to request Best & Final Price Proposal(s).

C. FINAL PROPOSAL RATING:

1. The scoring of the price proposal will be combined with the corresponding total technical score based on the Second Phase Technical Evaluation to determine a final rating for each proposal. Scoring will be normalized
2. Technical merit will have a much greater weight than cost.
3. The Evaluation and Selection Committee will choose from among the highest rated proposals that proposal which will best serve the interests of the State, in accordance with State procurement regulations.
4. As stated in Section 00100 Instructions to Proposers, J. Competitive Negotiation, and Q. Proposal Acceptance, the University reserves the right to make an award with or without negotiations.

END OF SECTION 00300, ARTICLE 4

SECTION 00400

IV. SCOPE OF WORK

SECTION 00400

ARTICLE 1
GENERAL PROVISIONS

IV. SCOPE OF WORK

1.1 Profile of Institution

Founded in 1807, the University of Maryland at Baltimore (The University) is the oldest of the eleven (11) collegiate institutions, which, along with two (2) research institutes, comprise the statewide University System of Maryland (UMS).

Within the context of the University at large, the University of Maryland, Baltimore is the State of Maryland's principal human services professional education and medical center. The campus is comprised of the seven (7) University of Maryland Schools, which include Dentistry, Medicine, Pharmacy, Law, Social Work, Nursing, and the Baltimore Graduate School; the Thurgood Marshall Law Library; and the Health Sciences Library. The campus also incorporates the independent University of Maryland Medical System Corporation ("UMMS," which includes a 746-bed tertiary care hospital, the Shock Trauma and Cancer Centers), a 324-bed Department of Veterans Affairs Medical Center, the Walter P. Carter Center of the Department of Health and Mental Hygiene, and the Office of the Medical Examiner. In addition, the University's Health Sciences Facility, a medical research facility, as well as the University of Maryland Biotechnology Institute's Medical Biotechnology Center, a medical biotechnology research center, recently opened with the University's new Health Sciences Library scheduled to open in the spring, 1998.

A daily campus population of approximately 20,000 persons engages in research, professional education, advanced research and health care services of a statewide and regional scope.

1.2 Project Overview:

This project involves the provision of a new Campus-wide Fiber-based Central Fire Alarm Monitoring & Control (FAMC) and Mass Notification System (MNS) for remotely monitoring the Fire Alarm Systems (FAS) in Forty-two (42) buildings at the University of MD, Baltimore (UMB). The new FAMC and MNS systems will be provided by the same Fire Alarm Systems manufacturer while communicating over separate fiber networks and residing on the same Network Command Center (NCC) workstations at up to four (4) building locations. New central FAS control panels will be provided at each building however they will only be used at this time for interfacing with the existing building's FAS and providing remote MNS capabilities (where applicable and as identified on the bid documents). The level of FAMC interfacing (e.g. general FAS alarm/signal versus individual device address alarms) at each building will vary and may depend upon the age of the existing FAS.

The MNS must include the capability to remotely broadcast real-time and pre-recorded audio messages either to individual buildings, groups of buildings or to all buildings/campus-wide via a microphone at the NCC and/or pre-recorded messages stored at the building FAS's. Where identified on the bid documents, the MNS must take advantage of the existing buildings' FAS speakers and not require the addition of new or separate speakers.

The successful vendor will be required to make improvements to the existing fiber network where necessary as well as make provisions to convert the existing fiber network "star" topology to "daisy-chain" are other as needed for the new FAMC and MNS. The vendor will also be responsible for all 3rd-party contracts that may be needed for interfacing with the existing building systems.

There are bid alternates for doing a full replacement of the existing FAS's at UMB's School of Social Work at the 100 North Greene Street Building locations. There is also a bid alternate for providing a fourth NCC at the Saratoga Garage and Offices Building.

Anticipated start and completion dates are 9/10/08 and 7/10/09, respectively, with a 10 month construction schedule.

END OF SECTION 00400, ARTICLE 1, GENERAL PROVISIONS

SECTION 00700

UNIVERSITY OF MARYLAND AT BALTIMORE

STANDARD GENERAL CONDITIONS OF CONSTRUCTION CONTRACT

Revised: 12/14/81 - UMAB
03/04/82 - UMAB
01/03/85 - UMAB
11/04/88 - UMAB
03/22/91 - UMAB
06/20/91 - UMAB
11/06/91 - UMAB
07/02/92 - UMAB
08/04/93 - UMAB
01/14/94 - UMAB
12/10/96 - UMAB

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SECTION 1: DEFINITIONS AND RESPONSIBILITIES

1.01 DEFINITIONS (these definitions shall apply to the entire Contract unless specifically noted):

"Addendum" -- Means a revision or clarification to the original forms, conditions, Specifications and Drawings, made prior to execution of the Contract. Addendums are part of the Bid Documents.

"Any" -- Means 'any and all' whenever more than one item would be applicable or required to complete the Work of the Project in accordance with the Contract Documents.

"The Architect" -- A person registered in the State of Maryland to practice architecture and commissioned by the University to serve as architect on this project. If no person is appointed to serve as Architect, from time to time, then the term "Architect" shall refer to the Office of Facilities Management of the University. Whenever the contract documents are prepared by a registered Engineer in independent practice, and no Architect is employed, each reference to "Architect" refers to the Engineer. If Design/Build project, the term "Architect" shall refer to the person registered in the State of Maryland to practice architecture and commissioned by the Design/Build Contractor to serve as Architect on this project.

"Architect/Engineer (A/E)" -- Means the Architect as defined above.

"As indicated", "As Shown," "As Specified" -- Means "as indicated", shown or specified in the Contract Documents.

"Chancellor" -- Refer to definition of The President noted below.

"Change Order" -- A written order signed by the responsible procurement officer, directing a Contractor to make changes in implementation of the construction phase of the project which the Contract authorizes the procurement officer to order with or without the consent of the Contractor.

"Contract" -- The written agreement executed between the University and the Contractor, covering the performance of the work and furnishing of labor, services, equipment, and materials, and by which the University is obligated to compensate him at the mutually established and accepted rate or price. The Contract shall include the Procurement Request, the Procurement Response, contract forms and bonds, these Standard Conditions, and special conditions pertaining to work on the campus involved, drawings, specifications, addenda, supplemental specifications, all special provisions, all technical provisions, all plans and notices to proceed, any Change Orders and Supplemental Agreements (and any amendments or modifications of any of these from time to time) that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and any other matter agreed to as being part of the contract in a component of the contract. In the event that, the Procurement Request requires an amendment of the Contract as a condition to the performance of or payment for any portions of the work such amendment shall be a part of the Contract. ("Construction Amendment") (Said documents are sometimes referred to as the "contract documents.")

"The Contractor" -- The person or entity having direct contractual relation with the University for the execution of the Work. If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder. The Contractor shall indicate its Federal Tax Identification or Social Security Number following its name on the first page of the Contract. Sometimes the successful Procurement Responder shall be referred to as the Contractor in connection with the period prior to effectiveness of the Contract but after the Contract has been awarded, as the context may require.

"Contract Time and Completion Date" -- The number of calendar days shown in the specifications indicating the time allowed for the completion of the Work. In case a calendar date of completion is shown, instead of the number of calendar days, such work shall be completed on or before that date.

Critical Path Method (CPM) - A scheduling/management tool showing a network of work elements or activities for a construction project.

"Day" -- Means calendar day unless otherwise designated.

"Drawings" -- The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the work, generally including plans, elevations, sections, details, schedules and diagrams.

"Or Equal," "Similar To," or similar expressions -- Means the judgment of "equality" or "acceptability" rests with the University.

"Indicated" -- See "As indicated" above.

"Notice to Proceed" -- A written notice to the Contractor of the date on or before which he shall begin the prosecution of the Work.

"Owner" -- Means the University as defined below.

"Performance Bond and Payment Bond" -- The security in the form approved by the University and executed by the Contractor and his surety, and paid for by the Contractor, as a guarantee that he will pay in full all his bills and accounts for materials and labor used in the construction of the work, as provided by law, and completely perform the Work.

"Plans" -- The official drawings approved by the University as part of the contract documents, including those incorporated in the contract documents by reference.

"The President" -- Shall be understood to mean the President of the University of Maryland at Baltimore or his or her designee.

"Procurement Officer" -- The person designated by the President and authorized by the University in accordance with law or regulations to formulate, enter into, or administer contracts or make written determinations and findings with respect to them.

"Procurement Request" -- Refers to the Invitation to Bid, or Request for Proposal or other procurement solicitation in connection with the Work.

"Procurement Responder" -- Refers to the person or entity submitting a Procurement Response. The "Successful Procurement Responder" refers to the Procurement Responder to whom the Contract is awarded.

"Procurement Response" -- Refers to the response submitted to a Procurement Request.

"Project" -- The Project is the total construction of which the work performed under the Contract Documents may be the whole or a part and which may include construction by the University or by separate contractors.

"Related Sections" -- A phrase in the specifications to direct the reader to find provisions on other work which is directly related to the subject section."

"Repair" -- Where used in the contract documents shall be taken to mean to restore after injury, deterioration, or wear; to mend, to renovate by such means as appropriate and to supply such materials and labor as necessary to render the item to be repaired sound, solid, true, plumb, square, even, smooth and fully serviceable. Upon completion of such repair the items must be, unless otherwise stated, rendered to such conditions as to present a first class finished work, or in instances where the repaired item serves as a base for additional finish, the repaired work must be such as to permit a first class finish, to be applied without extra cost to the University. When the word "repair" is used in connection with machinery or mechanical equipment it shall mean, in addition to the above, rendering the equipment completely serviceable and efficient ready for normal use for which it was intended originally.

"Replace," "Restore," "Renew," "Make Good," "Reconstruct" and similar expressions -- Means to "provide", using new materials, as applicable to the type of work involved.

"Specifications" -- The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work, and performances of related services.

"State" -- Refers to the State of Maryland.

"Subcontractor" -- As employed herein includes only those having a direct contract with the Contractor. It includes one who furnishes material worked to a special design according to the plans and specifications for the Work. It excludes one who merely furnishes material not so worked.

"Supplemental Agreement" -- A written agreement covering added or changed work which is beyond the scope of the Contract and Change Orders. A Supplemental Agreement becomes a part of the Contract when approved and properly executed by all parties to the Contract.

"Surety" -- The corporate body bound with and for the Contractor, for the full and complete performance of the Contract and for the payment of all debts pertaining to the Work.

"University" -- Refers to the University of Maryland, a body corporate and an agency of the State of Maryland. In particular, the University refers to the University of Maryland at Baltimore or another campus of the University as specified in the Contract, or the authorized representative that issues the Procurement Request.

"Work" -- Work shall be understood to mean the furnishing of all labor, materials, equipment, services, utilities, and other incidentals necessary to the successful completion of the project and the carrying out of all the duties and obligations imposed by the Contract.

"Written Notice" -- Shall be deemed to have been duly served if delivered in person to the individual or to the member of the firm or to an office of the corporation to whom it is intended, or if delivered to or sent by registered mail, to the last business address known to him who gives notice.

1.02 UNIVERSITY'S RESPONSIBILITIES:

- A. The University shall furnish, upon request, any available record drawings, utility plans, and other data pertinent to existing conditions to the extent that such material is available. The University, however, can offer no assurances that such drawings, property description, or other data are accurate, current or complete.
- B. Information under the University's control shall be furnished by the University with reasonable promptness to avoid delay in the orderly progress of the work.
- C. The foregoing are in addition to other duties and responsibilities of the University enumerated in the Contract.
- D. The State shall not assume any obligation to indemnify, hold harmless, or pay attorney's fees that may arise from or in any way be associated with the performance or operation of this agreement [21.07.03.23]

1.03 CONTRACTOR'S RESPONSIBILITIES: Notwithstanding anything in this Contract to the contrary, the following items are in addition to the Contractor's obligation set forth elsewhere in the Contract.

- A. The Contractor shall supervise and direct the Work, using his best skill and attention. He solely shall be responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract.
- B. The Contractor shall be responsible to the University for acts and omissions of his employees, his agents or subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.
- C. The Contractor shall not be relieved from his obligation to perform the Work in accordance with the contract documents, either by the Contract, or by inspections, tests, or approvals required or performed any person in connection with the Work.
- D. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the contract documents, and shall not encumber the site unreasonably with any materials or equipment. The Contractor shall submit proof of a Confined Space Program to UMAB's Office of Environmental Health & Safety(EHS), 714 W. Lombard Street, Baltimore, MD 21201-1041.

E. Cutting and Patching of Work:

- (1) The Contractor shall be responsible for all cutting, fitting, or patching that may be required to complete the Work or to make its several parts fit together properly.
- (2) The Contractor shall not alter, damage or endanger any portion of the Work of the University or any separate contractors by cutting, patching, otherwise altering any work or excavation. The Contractor shall not cut or otherwise alter the work of the University and of such separate contractor.
- (3) The Contractor shall not unreasonably withhold from the University or any separate contractor his consent to cutting or otherwise altering the Work.

F. The Contractor shall perform the Work in accordance with the lines, grades, typical cross sections, dimensions, and other data required by the contract documents as modified from time to time, including the furnishing of all materials, services, implements, machinery, equipment, tools, supplies, transportation, labor, and all other items necessary for the satisfactory prosecution and completion of the project in full compliance with the requirements of the contract documents.

G. Indemnification:

- (1) To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the University and the State of Maryland, the City of Baltimore (if requested by the University), the University of Maryland Medical System (if requested by the University) and the Architect and their agents and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, and cost of suit, arising out of or resulting from the performance of the Work, (1) incurred in connection with bodily injury, sickness, disease, or death personal injury or injury to or destruction of real or tangible personal property (including the loss of use resulting therefrom) is caused in whole or in part by any negligent or willful act or omission of the Contractor, its agents, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or

otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. This obligation is not and is not intended to be or to imply a waiver of the sovereign immunity of the University or the State.

- (2) In any and all claims against the University or the State of Maryland or the Architect or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- (3) The obligations of the Contractor under this paragraph shall not extend to the liability of the Architect, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees providing such giving or failure to give is the primary cause of the injury or damage.

END OF SECTION 1

SECTION 2: AWARD AND EXECUTION OF CONTRACT

2.01 AWARD

- A. The University reserves the right to cancel the award of any Contract before the execution of the Contract by all parties without any liability on its part.
- B. The successful Procurement Responder will be given written notice of award stating that his Procurement Response has been accepted and that he has been awarded the Contract.
- C. When the Procurement Responder consists of more than one person or entity, each such person or entity participating in the Procurement Response will be held jointly and severally responsible as a Procurement Responder for the duties of the Contractor.

2.02 EXECUTION OF CONTRACT AND AMENDMENT

The University's Office of Procurement and Supply, after a Notice of Award has been issued, shall forward the formal contract form, and other applicable contract forms (including but not limited to, Contract Affidavit, Minority Business Participation Exhibit II, Performance and Payment Bonds,) to the Contractor for execution and from time to time shall forward to Contractor the forms required in connection with any Construction Amendment. The Contractor shall execute the contract form and other applicable forms and return them along with required certificate(s) of insurance to the Office of Procurement and Supply within ten (10) days after receipt of same.

After receipt of the properly executed contract forms, and other applicable forms, the Office of Procurement and Supply will execute the Contract or the Construction Amendment, as applicable, within sixty (60) days and forward the Contractor a copy. In the event that the University fails to execute the Contract, or the Construction Amendment within the sixty (60) day period, the Contractor will have, as it's only remedy, the option to declare the Contract terminated without any liability by the University or the State of Maryland or to accept an extended period for execution by the University.

The Contract, or the Construction Amendment shall not be in effect until and unless it is executed by all parties and approved by the Board of Public Works.

2.03 FAILURE TO EXECUTE CONTRACT:

Failure of the Contractor to execute the Contract or the Construction Amendment and file acceptable bonds within the time provided in Section 2.02 and Section 2.04D shall be just cause for the payment of damages guaranteed by the bid bond or other securities at an amount equal to the increased contract price paid by the University as a result of the failure of the Contractor to execute the Contract, or the Construction Amendment, or the amount set forth in The Procurement Response as liquidated damages, whichever is higher.

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

2.04 PERFORMANCE AND PAYMENT BONDS:

(Required when initial contract exceeds \$100,000.00)
[21.07.02.10]

- A. The University shall provide to the Contractor for execution copies of the Performance and Payment Bonds along with the contract form. The bonds must be executed and returned to the University as provided in the Contract. The premium for the bonds shall be paid by the Contractor.
- B. The bonds shall be in the full amount of the contract price.
- C. The Contractor shall increase the amount of the bonds from time to time to reflect increases in the contract price. For such additions, the Contractor will be reimbursed by the University in the amount of the actual increased bond cost.
- D. The Contractor shall deliver fully executed 100% Performance and Payment Bonds to UMAB's Office of Procurement and Supply within ten (10) working days after the form Contract or Construction Amendment is sent to the Contractor. The Contractor shall increase the amount of the bonds as contemplated in Section 2.04C and deliver evidence thereof to the Office of Procurement and Supply within ten (10) days after the increase in the contract price.

2.05 CERTIFICATIONS REQUIRED BY LAW:

A. Cost and Price Certification: [21.07.01.23]

1. The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete and current as to a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:
 - (a) a negotiated contract, if the total contract price is expected to exceed \$100,000 or a smaller amount set by the procurement officer; or
 - (b) a change order or contract modification expected to exceed \$100,000, or a smaller amount set by the University.
2. The price under this contract and any change order modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete or not current.
3. If the parties are negotiating for a change order which is expected to exceed \$100,000, the Contractor shall truthfully execute a cost and price information certificate on a form provided him by the University; said certificate will provide, in relevant part, that the Contractor's price and cost information is accurate, complete and current as of mutually determined date prior to the change order.

B. Contingent Fee Prohibition:

At the time the parties execute the Contract, if not sooner, the Contractor shall truthfully execute a certificate on a form provided him by the University which provides that he has not employed or paid consideration to any person which is contingent upon the making of the Contract.

C. Corporation Registration and Tax Payment Certification:

At the time the parties execute the Contract, if not sooner, the Contractor, if it is a corporation, shall truthfully execute a certificate on a form provided him by the University which provides that it is a properly registered corporation and that it has paid and will pay

all appropriate State taxes prior to final settlement.

2.06 CONTRACT DOCUMENTS:

- A. The contract documents are complementary. That which is called for by any one shall be as binding as if called for by all.
- (1) Intent of the documents is to include all work necessary for proper completion of the project ready for continual efficient operation. It is not intended, however, to include any work not properly inferable.
 - (2) Clarification - Whenever he has questions, the Contractor should obtain clarification of all questions which may have arisen as to intent of the contract documents or any actual conflict between two or more items in the contract documents. Should the Contractor have failed to obtain such clarification, then the University may direct that the Work proceed by any method indicated, specified, or required by the contract documents in the interest of maintaining the best construction practice. Such direction by the University shall not constitute the basis for a claim for extra costs by the Contractor. In addition, the Contractor acknowledges that he had the opportunity to request clarification regarding the Procurement Request prior to submitting his Procurement Response to the University and therefore agrees that he is not entitled to claim extra costs as a result of such clarification.
 - (3) Jargon -- Work described in words that have a well-known technical or trade meaning shall be held to refer to such recognized standard use.
 - (4) Identification -- The Contract documents shall be signed in duplicate by the University and the Contractor. In the event that the Contractor fails to sign any of them, the University shall identify those items.
 - (5) Singular or plural references shall mean one or more like terms of work as necessary to complete the Work, unless specifically directed otherwise.
 - (6) Typographical and spelling errors in the specifications will be interpreted by the A/E for their meaning and intent.

(7) The following order of precedence shall be used when there is a conflict in the Contract Documents. When the order of precedence cannot be used to resolve a conflict, then the more expensive labor, material or equipment shall be provided.

(a) Agreement between University and Contractor

(b) Supplementary Conditions (Section 00800)

(c) General Conditions (Section 00700)

(d) Specifications, Divisions 1 through 16

(e) Drawings, in the following order of precedence:

(i) Notes on Drawings in order of scale with largest first

(ii) Details in order of scale with largest first

(iii) Figured Dimensions

(iv) Scaled Dimensions

B. Drawings -- The Contractor shall not perform the Work without proper drawings and instructions. Drawings are in general drawn to scale and symbols are used to indicate materials and structural and mechanical requirements. When symbols are used those parts of the drawings are of necessity diagrammatic and it is not possible to indicate all connections, fittings, fastenings, etc., which are required to be furnished for the proper execution of the work. Diagrammatic indications of piping, ductwork and conduit, and similar items in the work are subject to field adjustment in order to obtain proper grading, fitting passage over, under or past obstructions, to avoid exposure in finished rooms and unsightly and obstructing conditions. The Contractor shall make these adjustment at no increased cost to the University.

(1) Copies Furnished -- The University will furnish the Contractor without cost, five (5) sets of drawings and five (5) sets of specifications. Additional copies may be obtained by the Contractor upon payment of the cost of reproduction of documents.

(2) Copies At The Site -- The Contractor shall keep in the job site office a complete set of all drawings, specifications, shop drawings, schedules, etc., in good order and available to the Architect and the University.

- (3) Ownership -- All contract documents remain the property of the University. The Contractor shall not use any of them on other work and shall return to the University upon completion of the work.
- C. Large Scale Detail Drawings -- When the University directs, the Architect shall furnish additional instructions, in the form of large scale developments of the drawings used for bidding, or to amplify the specifications for the proper execution of the Work. These shall be true developments of the bidding documents and reasonably inferable therefrom. The Work shall be executed in conformity therewith.
- D. Dimensions -- The Contractor shall carefully check all dimensions prior to execution of the particular portion of the Work affected. Whenever inaccuracies or discrepancies are found, the Contractor shall consult the Architect prior to any construction or demolition. Should any dimensions be missing, the Architect will be consulted and supply them prior to execution of the Work unless, under the specifications, the Contractor is responsible for determining dimensions. Dimensions for items to be fitted into constructed conditions at the job will be taken at the job and will be the responsibility of the Contractor. The obvious intent of the documents or obvious requirement dictated by conditions existing or being constructed supersedes dimensions or notes which may be in conflict therewith. Whenever a stock size manufactured item or place of equipment is specified by its normal size, it is the responsibility of the Contractor to determine the actual space requirements for setting or entrance to the setting space. No extra cost will be allowed by reason of work requiring adjustments in order to accommodate the particular item of equipment
- E. Whenever new work, building, addition, or portions thereof are not accurately located by plan dimensions, the Architect will supply exact position for execution of the Work.

2.07 SHOP DRAWINGS:

- A. The Contractor shall submit, for the Architect's approval at such time as agreed in the Contractor's schedule, shop drawings, including setting drawings, and schedules as required by the University or the Architect for the work of the various subcontractors. These drawings shall be prepared in conformity with the best practice and standards for the trade concerned. Due regard shall be given to speed and economy of fabrication and erection.
- B. All shop drawings must show the name of the project and the University Contract number.
- C. Size of Drawings -- All shop drawings and details submitted to the Architect for approval shall be printed on sheets of the same size as the contract drawings prepared by the Architect. When a standard of a fabricator is of such size to be printed more than one drawing on a sheet of the size of the Architect's drawing, this is acceptable. Sheets larger than the Architect's drawing will not be accepted except when specifically permitted by the University. Shop detail supplied on a sheet of letter size 8-1/2" x 11" is acceptable for schedules and small details.
- D. Items For Which Shop Drawings Will Be Required -- Shop drawings will be required for all items which are specifically fabricated for the work or when the assembly of several items is required for a working unit. Shop drawings are required for all items designated in the contract specifications, for all reinforcing and structural steel, specially made or cut masonry units, miscellaneous metal work, specially made millwork, plaster molds, or moldings, marble and slate, special rough hardware, and all heating, ventilating, plumbing, and electrical items requiring special fabrication, or detail connections including refrigeration, elevators, dumb waiters, laboratory equipment, ducts, etc. Refer to submittal section(s) of the specifications.
- E. Copies Required -- Contractor shall supply two (2) copies for the Architect's file and eight (8) copies for the University's Office of Facilities Management, in addition to such copies as the Contractor may desire for his own use.
- F. Examination And Approval -- The Architect will examine shop drawings with reasonable promptness, noting desired corrections or granting approval or rejecting them.
- G. Field Dimensions And Conditions -- The Architect is not responsible for the check of dimensions or existing

conditions in the field. This is the sole responsibility of the Contractor.

- H. Resubmission -- When the Architect or the University notes desired corrections or rejects the drawings, the Contractor shall resubmit the drawings promptly with corrective changes, without additional compensation.
- I. Contractor's Responsibility -- Unless the Contractor has, in writing, notified the Architect to the contrary, at the time of submission, the University and the Architect may and will assume that the drawings are in conformity with the existing contract documents and do not involve any change in the contract price or any change which will alter the space within the structure or alter the nature of the building from the contemplated in the contract documents.
- J. University's and Architect's Notations -- Should the Contractor consider any rejection of the University's and Architect's notation on the shop drawings to require an increase in the cost of the work from that contemplated in the Contract documents, then the Contractor shall desist from further action relative to the item he questions and shall notify the University and Architect, in writing, within five (5) days of the additional or less cost involved. No work relative to the item shall be executed until the entire matter is clarified and the Contractor is ordered by the University to proceed. Failure of the Contractor to serve written notice as above required shall constitute a waiver of any claim in relation thereto. Similarly, should the University's and Architect's notation or change involve less work than is covered by the contract drawings, the Contractor shall allow the University an equitable credit resulting from the change in the work.

END OF SECTION 2

SECTION 3: SCOPE OF THE WORK

3.01 INTENT OF THE CONTRACT DOCUMENTS:

It is the intent of the contract documents to show all the work necessary to complete the project.

3.02 GENERAL CONDITIONS CONTROLLING:

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

3.03 DIFFERING SITE CONDITIONS: [21.07.01.05]

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

3.04 SITE INVESTIGATION: This provision is in addition to any other provision in the Contract relating to Site Investigation. [21.07.02.06]

The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment, and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the University, as well as from information presented by the drawings and specifications made a part of the Contract. Any failure by the Contractor to acquaint himself with the available information may not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing this work. The State assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the University.

3.05 CONDITIONS AFFECTING THE WORK:

The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work and the general and local conditions which affect the Work or the cost thereof. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the Work without additional expense to the University. The Contractor agrees not to place any credence in any understanding or representation concerning conditions made by any University employee or agents prior to the execution of this Contract unless such understanding or representation is expressly stated in the Contract.

3.06 CHANGES IN THE WORK: [21.07.02.02]

A. A procurement officer of the University's Office of Procurement and Supply may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a Change Order, make any change in the Work within the general scope of the Contract, including but not limited to changes:

(1) In the specifications (including drawings and designs);

- (2) In the method or manner of performance of the Work;
 - (3) In the University-furnished facilities, equipment, materials, services, or site; and/or,
 - (4) Directing acceleration in the performance of the Work.
- B. Any other written order or oral order (which terms as used in this paragraph B shall include direction, instruction, interpretation, or determination from the Procurement Officer which causes any such change) shall be treated as a Change Order under this clause, provided that the Contractor gives the procurement officer written notice stating the date, circumstances, and source of the order, and that the Contractor regards the order as a Change Order.
- C. Except as herein provided, no order, statement, or conduct of the Procurement Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.
- D. If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this Contract, whether or not changed by and any order, an equitable adjustment shall be made and the Contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change under paragraph B above shall be allowed for any costs incurred more than twenty (20) days before the Contractor gives written notice as therein required: provided further, that in the case of defective specifications for which the University is responsible, the equitable adjustment shall include any increased cost reasonable incurred by the Contractor in attempting to comply with such defective specifications.
- E. If the Contractor intends to assert a claim for an equitable adjustment under this clause, he shall within thirty (30) days after receipt of a written Change Order under paragraph A above or the furnishing of written notice under paragraph B above, submit to the procurement officer a written statement setting forth the general nature and monetary extent of such claim unless this period is extended by the University. The statement of claim hereunder may be included in the notice under paragraph B above.
- F. No claim by the Contractor for an equitable adjustment hereunder shall be allowed or asserted after final

payment under this Contract.

- G. In order to facilitate review of quotations for extras or credits, all proposals (except those so minor that their propriety can be seen by inspection) shall be accomplished by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. In no case will a change involving over \$200.00 be approved without such itemization.
- H. "The Contractor shall furnish labor and materials for any additional work ordered by the University and for which no pre-agreed price has been fixed, for the net cost of all labor and materials furnished plus the following percentage for overhead and profit:
- Not to exceed 10% mark up for additional work performed by a subcontractor; and,
- Not to exceed 15% mark up on work performed by the Contractor's own forces."
- I. Each contract modification or change order that affects contract price shall be subject to the prior written approval of the Procurement Officer and other appropriate authorities and to prior certification of the appropriate fiscal authority of fund availability and the effect of the modification or change order on the project budget or the total construction cost. If, according to the certification of the fiscal authority, the contract modification or change order will cause an increase in cost that will exceed budgeted and available funds, the modification or change order may not be made unless sufficient additional funds are made available or the scope of the project is adjusted to permit its completion within the project budget.

3.07 UNAUTHORIZED WORK:

Contractor shall not be paid for any work not authorized in writing by the University.

END OF SECTION 3

SECTION 4: CONTROL OF THE WORK

4.01 AUTHORITY OF THE ARCHITECT:

- A. Under the direction of the University, the Architect shall be the initial interpreter of any drawings included among the contract documents. He will furnish with reasonable promptness such clarifications as he may deem necessary for the proper execution of the Work; such clarifications to be consistent with the intent of the contract documents. He is the agent of the University only to the extent provided in the contract documents. When in special instances he is authorized by the University so to act, he has authority to recommend to the University to stop work whenever such stoppage may be necessary to insure the proper execution of the Contract.
- B. Except as otherwise provided in the contract documents, all the Architect's decisions are subject to review by the University.

4.02 CONFORMITY WITH CONTRACT REQUIREMENTS:

- A. All work performed and all materials furnished by the Contractor shall be in conformity with the Contract requirements.
- B. In the event the University finds the materials or the finished product in which the materials are used or the work performed are not in complete conformity with the Contract requirements and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expenses of the Contractor.
- C. In the event the University finds the materials or the finished product in which the materials are used are not in complete conformity with the Contract requirements, but have resulted in a satisfactory product, he shall then make a determination if the work shall be accepted. In this event, the University will document the basis of acceptance by a change order which will provide for an appropriate adjustment in the Contract price.

4.03 ADJACENT WORK:

- A. The University shall have the right, at any time, to contract for and perform other work on, near, over, or under the work covered by the Contract. In addition, other work may be performed under the jurisdiction of another State agency. The Contractor shall cooperate fully with such other contractors and carefully fit his own work to such other as may be directed by the Architect.
- B. The Contractor agrees that in event of dispute as to cooperation or coordination with adjacent contractors, the University will act as referee and decisions made by the University will be binding. The Contractor agrees to make no claims against the University or the State of Maryland for any inconvenience, delay, or loss experienced by him because of the presence and operations of other contractors.

4.04 CONTROL BY THE CONTRACTOR:

- A. The Contractor shall constantly maintain efficient supervision of the work, using the best skill and coordinating ability. He shall carefully study and compare all drawings, specifications, and other instructions and check them against conditions existing, or being constructed on the project. He shall at once report to the University and the Architect any error, inconsistency, or omission which he may discover.
- B. The Contractor shall schedule and conduct regular progress meetings every other week, and as directed by the University, at which Subcontractors, University, Architect, and other designated representatives, and the Contractor can discuss such matters as progress, scheduling, and construction-related issues. The Contractor is responsible for taking meeting notes and distributing these to all invited parties within three (3) working days after such meetings. The meeting notes are the product of the Contractor. Failure of the University to respond to such notes is not deemed to be acceptance.

4.05 COOPERATION WITH UTILITIES:

- A. It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for normal delays, inconvenience, or damage sustained by him due to any interference from the said utility appurtenances, the operation of moving them, or the making of new connections thereto if required by the Contract documents.
- B. The Contractor shall have responsibility for notifying all affected utility companies prior to the necessity of performing any work on their utilities and shall cooperate with them in achieving the desired results. All damage to utility facilities caused by the Contractor's operations shall be the responsibility of the Contractor.
- C. At points where the Contractor's operations are adjacent to properties of railway, telegraph, telephone, water, and power companies, or are adjacent to other property, damage to which might result in expense, loss, or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made by the Contractor.
- D. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may be reduced to a minimum and that services rendered by those parties will not be unnecessarily interrupted.
- E. In the event of interruption to utility services as a result of accidental breakage or as a result of being exposed or unsupported the Contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.
- F. Utility outages shall be kept to a minimum and will be permitted only with the written approval of the University's Office of Facilities Management. All requests for outages shall be made a minimum of ten (10) working days in advance of their need. Requests for outages will not be considered unless they include an identification of all areas which will be affected by the proposed outage.

4.06 AUTHORITY AND DUTIES OF UNIVERSITY INSPECTORS:

- A. University inspectors shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. The inspector is not authorized to revoke, alter, or waive any requirements of the Contract, nor is he authorized to approve or accept any portion of the complete project. He is authorized to call the attention of the Contractor to any failure of the work or materials to conform to the contract. He is authorized to reject materials or suspend the work (after review with the procurement officer) until any questions at issue can be referred to and decided by the University. Inspectors shall perform their duties at such times and in such manner as will not unnecessarily impede progress on the Contract.
- B. The inspector shall in no case act as foremen or perform other duties for the Contractor, nor interfere with the management of the work by the latter.
- C. Any advice which the inspector may give the Contractor shall not be construed as binding the University in any way or releasing the Contractor from fulfilling all the terms of the Contract. The duty of the inspector on the project is to observe the progress of the work and to report any deviations from the requirements of the Contract documents; however, should the inspector fail to report any such deviation from the Contract requirements, this does not release the Contractor from fulfilling all of the terms of the Contract.
- D. Where there is disagreement between the Contractor and the inspector, the inspector will immediately direct the University's and the Architect's attention to the issues of disagreement, and if the Contractor still refuses to make corrections, comply or suspend work, the University will prepare and deliver in writing to the Contractor, by mail or otherwise, a written order (after review with the Procurement Officer) suspending the work and explaining the reason for such shutdown. Any work performed during the inspector's absence will not be accepted or paid for and may be required to be removed and disposed of at Contractor's expense.

4.07 INSPECTION OF THE WORK:

- A. By law, the Work, including the fabrication and source of supply, is subject to observation by the Architect and to the University's Office of Facilities Management's right to inspect specific items.

- B. The Contractor shall provide facilities for access and inspection as required by the University.
- C. If the specifications, the Office of Facilities Management's instructions, law, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Office of Facilities Management timely notice of its readiness for inspection, and if inspection is by another authority, the date fixed for such inspection. Inspections by the Office of Facilities Management shall be made promptly and where practicable at the source of supply. Any work covered without approval of the University must, if required by the Architect or the Office of Facilities Management, be uncovered for examination at the Contractor's expense.

4.08 REMOVAL OF DEFECTIVE WORK:

- A. All work and materials which do not conform to the requirements of the Contract will be considered unacceptable.
- B. Any unacceptable or defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist shall be removed and replaced by work and materials which shall conform to the Contract requirements or shall be remedied otherwise in an acceptable manner authorized by the University.
- C. Upon failure on the part of the Contractor to comply promptly with any order of the University, made under the provisions of this section, the University shall have authority to cause defective or unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs from any monies due or to become due the Contractor under this Contract.

4.09 MAINTENANCE OF WORK DURING CONSTRUCTION:

- A. The Contractor shall maintain the Work during construction and until acceptance. This maintenance shall be continuous and effective, prosecuted with adequate equipment and forces to the end that all parts of the work be kept in satisfactory condition at all times and protected from damage of any kind from external sources.
- B. Particular attention shall be given to drainage, both permanent and temporary. The Contractor shall use all reasonable precautionary measures to avoid damage or loss

that might result from accumulations and concentrations of drainage shall be diverted or dispensed when necessary to prevent damage to excavation, embankments, surfaces, structures, or property. Suitable measures shall be taken by the Contractor to prevent the erosion of soil in all construction areas where the existing ground cover has been removed. Such measures shall be in compliance with the requirements of any governmental entity having jurisdiction.

- C. All cost of maintenance work during construction and before final acceptance shall be included in the base bid and the Contractor will not be paid any additional amount for such work.
- D. In the event that the Contractor's Work is halted by the University for failure to comply with the provisions of the Contract, the Contractor shall maintain the entire project as provided herein, and provide such ingress and egress for local residents or tenants adjacent to the project site, for tenants of the project site, and for the general public as may be necessary during the period of suspended work or until the Contractor has been declared in default.
- E. On projects where pedestrian or vehicular traffic flow is maintained, the Contractor shall be responsible for repair and restoration of all traffic damage to the work, either partially or totally completed, until such time as the work is accepted by the University.

4.10 FAILURE TO MAINTAIN ENTIRE PROJECT:

If the Contractor shall at any time, fail to comply with the provisions of paragraph 4.09, the University shall immediately notify the Contractor to comply with the required maintenance provisions. In the event that the Contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, the University will immediately proceed with adequate forces and equipment to maintain the project, and the entire cost of this maintenance may be deducted from monies due the Contractor, without in anyway limiting the right of the University to enforce any and all other remedies to which it is entitled by law or under the Contract.

4.11 UNIVERSITY'S RIGHT TO DO WORK:

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the University after three (3) days' written notice to the Contractor may make good such deficiencies and may deduct the cost thereof from the monies then or thereafter due the

Contractor, without in anyway limiting the right of the University to enforce any and all other remedies to which it is entitled by law or under the Contract.

4.12 AUTHORITY OF OFFICE OF ENVIRONMENTAL HEALTH AND SAFETY

- A. The University of Maryland at Baltimore's Office of Environmental Health and Safety ("EHS") is responsible for promoting a safe and healthful work environment for the project and for assuring compliance with Federal and State environmental protection regulations and University safety and health practices. In carrying out these responsibilities, EHS shall be authorized to inspect the project, all work done and being done, and all material to be furnished and being furnished. In the event that EHS uncovers an unsafe condition, EHS is authorized to suspend work (after notice to the Procurement Officer) until the unsafe condition is cured by the Contractor. The "unsafe condition" shall mean any practice that represents a significant risk of injury or health hazard to University employees, a significant adverse environmental impact or a physical hazard which could result in damage to University property and/or the public. The authority of EHS is in addition to any other rights of the University set forth herein.
- B. Prior to the Contractor proceeding with the Work, he is to submit proof of a Confined Space Program to UMAB's Office of Environmental Health and Safety for verification.

4.13 IDENTIFICATION:

- A. All Contractors shall obtain identification for his/her employees and subcontractors. Identification badges shall be obtained through UMAB Security at a cost of \$35.00 each for access card and \$25.00 each for regular badge. **EMPLOYEE IDENTIFICATION OF WORK PERSONS ASSIGNED TO THE UNIVERSITY PROJECT SHALL BE VISIBLE AT ALL TIMES.** A \$20.00 refund is applicable for each identification badge returned to the University.
- B. All vehicles and mobile equipment shall be identified with the Contractor's name displayed in a highly visible manner.

4.14 NOISE CONTROL:

- A. The Contractor shall execute the Work in this Contract as quietly as practicable to avoid unnecessary disturbances. Use of portable radios or tape recorders will not be allowed on the premises other than two-way communication radios.
- B. Any complaints duly registered by the University of unacceptable noise levels shall be cause for the use of special precautions and methods of operation by the Contractor to reduce noise to acceptable levels. The University shall be the sole judge of the tolerability of noise levels.

4.15 PARKING: Parking of employees of the Contractor and/or subcontractor(s) is the responsibility of the applicable Contractor and/or subcontractor. UMAB's Parking Office may be contacted as to designated public parking facilities on campus with any costs thereof to be borne by the Contractor or subcontractor, dependent on whose employees utilize such public parking.

4.16 KEYS:

- A. Keys needed by Contractor for 7 days or less:

The Contractor must sign out a key from Work Control and return the key each day to Work Control.

- B. Keys needed by Contractor for more than 7 days:

A \$10.00 deposit (amount subject to change without notice) shall be paid to UMAB by the Contractor for each key. The deposit is refundable when the key is returned to Work Control after the project is completed. The deposit is forfeited if the key is lost and cannot be returned.

4.17 PRESS RELEASES: The Contractor shall not issue any press release for any publication, including newspaper or media, without first clearing the text with UMAB and obtaining the prior written approval of UMAB in each instance.

END OF SECTION 4

SECTION 5: MATERIALS

5.01 GENERAL:

- A. All materials shall meet all quality requirements of the Contract. In order to expedite the inspection and testing of materials, the Contractor shall notify the University and the Architect in writing of the sources from which he proposes to obtain all materials requiring approval, testing, inspection, or certification prior to incorporation into the work as soon as possible after receipt of notification of award of the Contract.
- B. Materials include all manufactured products and processed and unprocessed natural substances required for completion of the Contract. The Contractor, in accepting the Contract, is assumed to be thoroughly familiar with the materials required and their limitations as to use, and requirements for connection, setting, maintenance, and operation. Whenever an article, material, or equipment is specified and a fastening, furring, connection (including utility connections), access hole, flashing closure piece, bed, or accessory is normally considered essential to its installation in good quality construction, such shall be included as if fully specified. Nothing in these specifications shall be interpreted as authorizing any work in any manner contrary to applicable laws, codes, or regulations.
- C. Approval -- All materials are subject to the University's approval as to conformity with the specifications, quality, design, color, etc. No work for which approval is necessary shall be used until written approval is given by the University and Architect. Approval of a subcontractor or supplier as such does not constitute approval of a material which is other than that included in the specifications.
- D. New Materials -- Unless otherwise specified, all materials shall be new. Old materials must not be used as substitutes for new, regardless of condition or repair, unless approved in writing by the University.
- E. Quality -- Unless other specified, all materials shall be of the best quality of the respective kinds.
- F. Samples -- The Contractor shall furnish for approval all samples as directed. The materials used shall be the same as the approved samples.
- G. Proof of Quality -- The Contractor shall, if requested, furnish satisfactory evidence as to the kind and quality of materials either before or after installation. He

shall pay for any tests or inspections called for in the specifications and such tests as may be deemed necessary for "substitutions," as set forth in paragraph 5.03 of these General Conditions.

H. Standard Specifications -- When no specification is cited and the quality, processing, composition, or method of installation of a thing is only generally referred to, then:

- (1) For items not otherwise specified below, the latest edition of the applicable American Society for Testing Materials specification is the applicable specification.
- (2) For items generally considered as plumbing and those items requiring plumbing connections, the applicable portions of the latest edition of the B.O.C.A. Code are the applicable specifications.
- (3) For items generally considered as heating, refrigerating, air-conditioning, or ventilating, the applicable portions of the latest edition of the A.S.H.R.A.E. Handbook published by the American Society of Heating, Refrigerating, and Air-Conditioning Engineers, Inc., are the applicable specifications.
- (4) For items generally considered as site work, the applicable portions of the Maryland S.H.A. Standard Specifications are the applicable specifications.
- (5) For items generally considered as electrical, the applicable provisions of the latest edition of the National Electric Code are the applicable specifications.
- (6) For items generally considered as fire protection, the applicable portion of the latest edition of the National Fire Protection Association Code are the applicable specifications.

I. The Contractor shall provide the University with Material Safety Data Sheets (MSDS) as required by law. The Contractor shall provide EHS with a material safety data sheet ("MSDS") for all products and materials which (i) contain hazardous chemical and (ii) to which OSHA Regulations (29 CFR, 1910.1200) apply. The Contractor must submit a binder of all applicable MSDS's to EHS within forty-five (45) days of issuance of the Notice to Proceed. EHS will review this binder and return it to the Contractor accordingly. The Contractor shall maintain in its possession on the project site, at all

times, a copy of each MSDS required to be submitted in connection with the chemicals, compounds, or materials used in the project. In the event EHS has questions arising from any MSDS, in each instance, notwithstanding anything herein to the contrary, ESH shall have the right to contact the Contractor and the vendor of the chemical, compound or material in question.

5.02 STORAGE AND HANDLING OF MATERIALS:

- A. Materials shall be so stored as to assure the preservation of their quality and acceptability for the Work. Stored materials, even though approved before storage, may again be inspected prior to their use in the Work. Stored materials shall be located so as to facilitate their prompt inspection. Approved portions of the project site may be used for storage purposes and for the placing of the Contractor's plant and equipment. Such storage areas must be restored to their original condition by the Contractor at his expense.
- B. Materials shall be handled in such a manner as to preserve their quality and acceptability for the Work.
- C. Contractor shall confirm his apparatus and the storage of materials to the area delineated in the Contract documents.
- D. Explosives:
 - (1) Explosives shall not be stored upon any property belonging to the University.
 - (2) Should the Contractor desire to use explosives on any project University property he shall first receive written approval of the President. The approval will stipulate time, place, and quantity to be used and manner of use.
 - (3) The Contractor shall assume all responsibility for injury to persons or property damage which may result from the use transportation of explosives as well as complying with any and all ordinances, regulations, and restrictions in relation to the use of explosives.
- E. Paints
 - (1) Oil base paints and inflammable liquids shall not be stored in large quantities on the project. Containers shall be limited to five (5) gallon size. Any liquid with a flash of point of less than one hundred (100) shall be contained in safety cans, UL

approved. Liquid with a higher flash point shall be stored in rigid cans. Glass containers shall not be used.

- (2) Oily rags, waste, etc., must be removed from the work site at the close of each working day.

5.03 SUBSTITUTION:

- A. Should the Contractor desire to substitute another material for one or more specified by name he shall apply to the University, in writing, for such permission and state the credit or extra cost involved by the use of such material. The University will not consider the substitution of any material different in type or construction methods unless such substitution effects a benefit to the University.
- B. Contractor shall not submit for approval materials other than those specified without a written statement that such a substitution is proposed. Approval of a "substitute material" by Architect when the Contractor has not designated such material as a "substitute", shall not be binding on the University, nor release Contractor from any obligations of his Contract, unless the University approves such "substitution" in writing.
- C. A material which is an approved equal (see #5.04) is not a substitution under this clause 5.03.

5.04 APPROVED EQUALS:

The terms "Or Equal", "Equal", "Approved Equal" are used as synonyms throughout the specifications. They are implied in reference to all named manufacturers in the specifications unless otherwise stated. Only materials fully functionally equal or superior in all details and characteristics will be considered to be approved equals. The Contractor shall apply to the University in writing for confirmation that a material is an approved equal. The University's Office of Facilities Management is the final judge as to equality.

5.05 CONTRACTOR'S OPTIONS:

When several products or manufacturers are named in the specifications for the same purpose of use, then the Contractor may select any of those so named. However, all of the units required for, and used in, the project must be the same in material and manufacture.

5.06 TESTS:

- A. If the contract documents, laws, ordinances, rules, regulations, or orders of any public authority having justification require any portion of the work to be inspected, tested, or approved, the Contractor shall give the University and the Architect timely notice of its readiness so the Architect may observe such inspection, testing, or approval. The Contractor shall bear all costs of such inspections, tests, or approvals conducted by public authorities.
- B. The University reserves the right to require special inspection, testing or approval which the contract documents do not include, and instruct the Contractor to order such special inspection, testing, approval, and the Contractor shall give notice as provided in 5.06 A above. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the contract documents, the Contractor shall bear all costs thereof, including compensation for the Architect's additional services made necessary by such failure; otherwise the University shall bear such costs and an equitable adjustment will be made.
- C. Required certificate of inspection, testing, or approval shall be secured by the Contractor and promptly delivered by him to the University and the Architect.

5.07 BUY AMERICAN STEEL:

Only steel products made in the United States shall be used or supplied in the performance of the Contract or any subcontract thereunder. Steel products include products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed from steel made in the United States. This requirement shall not apply if the President shall have determined that the cost of such steel products is unreasonable or inconsistent with the public interest. The provisions of this paragraph shall not apply where they are in conflict with any Federal grant or regulation affecting this Contract.

5.08 SALES TAX:

Effective July 1, 1968 supplies and materials purchased in connection with the Contracts will not be tax exempt.

5.09 HAZARDOUS MATERIALS:

- A. The use or handling of regulated materials, including asbestos or PCB, shall be strictly governed by Federal, State and Local regulations.

- B. No Contractor furnished material or product containing any asbestos in any form may be used on this project.
- C. Contractor must remove any and all materials covered under the hazardous waste regulations upon completion of the project.
- D. It is assumed that hazardous materials are not present within the areas of work in the existing buildings but the Contractor is advised to remain alert to the possibility of encountering hazardous materials during the course of the Work. In the event that hazardous materials are encountered and must be handled, the Contractor shall immediately stop all work within the affected area and notify the University's Project Manager for instructions. The Contractor shall coordinate and cooperate with the hazardous material removal contractor in the removal of hazardous materials within the areas of work under the Contract.

END OF SECTION 5

SETTING 6: LEGAL RELATIONS AND RESPONSIBILITIES

6.01 LAWS TO BE OBSERVED:

- A. The Contractor shall keep fully informed of all Federal, State, and Local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees. He shall protect and indemnify the University and the State of Maryland and its representatives against such claim or liability arising from or based on the violation of any law, ordinance, regulation, order, or decree, whether by himself or his employees or subcontractors.
- B. The Contractor must comply with the provisions of the Workmen's Compensation Act and Federal, State, and City laws relating to hours of labor.
- C. The provisions of this Contract shall be governed by the Laws of Maryland. [21.07.01.07]
- D. The Contractor shall give all notices and comply with all State and Federal laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified.
- E. If the Contractor observes that the drawings and specifications are at variance with any law, he shall promptly notify the Architect, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Architect, he shall bear all costs arising there from.

6.02 PERMITS AND LICENSES:

- A. The University will file with the appropriate local authority drawings and specifications and any pertinent data reasonably proper for their information. No permits are applicable for work on University property with the exception of (i) any permits required in the specifications as noted in 6.02, C. below and (ii) Cutting & Welding permit noted in 6.02, D. below.
- B. Any permits required for work on non-University property are the responsibility of the Contractor in terms of the permit acquisition, cost thereof and all obligations and liability under the permit.

- C. Any permits required by the specifications (i.e., Air and Radiation Management Administration boiler permits, etc.) are the responsibility of the Contractor in terms of the permit acquisition, cost thereof and all obligations and liability under the permit.
- D. Before any welding, burning, pipe sweating, or brazing is started a CUTTING & WELDING PERMIT must be obtained from UMAB's Office of Environmental Health & Safety (EHS), 714 W. Lombard Street, Baltimore, MD 21201-1041. This permit must be requested from EHS at least 48 hours prior to the anticipated hot work. The cardboard portion of the permit shall be secured to either the cutting or welding equipment. At the end of the requested time, the cardboard portion of the permit must be returned to EHS.
- E. The Contractor must be licensed as required by the Laws of the State of Maryland (Art. 56, Sec. 180, Annotated Code of Maryland) and must be qualified by submission and approval of a qualification Questionnaire when requested.

6.03 PATENTED DEVICES, MATERIALS, AND PROCESSES:

The Contractor shall pay for all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall indemnify save the University and the State of Maryland harmless from loss on account thereof, except that the University shall be responsible for any such loss when a particular process or the product of a particular manufacturer or manufacturers is specified by the Contract as the University's responsibility; however, if the Contractor has information that the process or articles specified is an infringement of a patent he shall be responsible for such loss unless he promptly gives such information to the University.

6.04 LAND, AIR, AND WATER POLLUTION:

- A. The Contractor shall incorporate all permanent erosion control features into the work at the earliest practicable time. Temporary pollution control measures will be used to correct conditions that develop during construction that were not foreseen during design, that are needed prior to installation of permanent pollution control features, or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.
- B. The Contractor's attention is directed to the fact that temporary pollution control may include measures outside the project site where such work is necessary as a direct result of project construction. The University's Office

of Facilities Management shall be kept advised of all such off-site control measures taken by the Contractor. This shall not relieve the Contractor of the basic responsibilities for such work.

- C. In case of failure on the part of the Contractor to control erosion, pollution, and/or siltation, the University's Office of Facilities Management reserves the right to employ outside assistance or to use its own forces to provide the necessary corrective measures. All expenses incurred by the University's Office of Facilities Management in the performance of such duties for the Contractor may be withheld from monies due to the Contractor, without in anyway limiting the right of the University to enforce any and all other remedies to which it is entitled by law or under the Contract.
- D. The Contractor must submit evidence to the University's Office of Facilities Management that the governing Federal, State, and Local Air Pollution criteria will be, and were, met. This evidence and related documents will be retained by the University's Office of Facilities Management for on site examination.
- E. If the performance of all or any part of the Work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Procurement Officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor required by the University's as one of the terms of this Contract. If it is determined that the order is due in any part to acts or omissions of the Contractor required by the terms of the Contract, such suspension, delay, or interruption shall be considered as if ordered by the Procurement Officer in the administration of this Contract under the terms of the "Suspension of Work" clause of this Contract. The period of such suspension, delay, or interruption shall be considered reasonable, and an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) as provided in that clause, subject to all the provisions thereof.
- F. The term "environmental litigation", as used herein, means a lawsuit alleging that the work will have an adverse effect on the environment or that the University has not duly considered, either substantively or procedurally, the effect of the Work on the environment.

6.05 CONTRACTOR'S LIABILITY INSURANCE:

- A. The Contractor shall purchase and maintain at its own

expense insurance required by this paragraph 6.05A. applicable to all claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor, by any agent or subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance except Workmen's Compensation shall name the University of Maryland at Baltimore and the State of Maryland as an additional insured.

- (1) Worker's or Workmen's Compensation Insurance.
- (2) Employer's Liability Insurance.
- (3) Comprehensive General Liability Insurance for bodily injury and property damage, including loss of use of property, arising out of any occurrence. This insurance should include the following extensions:
 - (a) Products and completed operations coverage for a period of at least two years (see Section 00700, #7.17 Guarantees for further information and/or details regarding the guarantee period).
 - (b) Personal injury liability coverage (including contractual coverage);
 - (c) Contractual liability insurance to cover the Contractor's obligation to the University and the State of Maryland under Section 1.03 G.
 - (d) Broad form property damage (including completed operations);
 - (e) Independent contractor's coverage.
 - (f) "X", "C", and "U" coverage applying to explosion, collapse of other structures and underground foundations;
 - (g) If the work involves containment or removal of asbestos, pollution liability (environmental protection liability) coverage.
- (4) Business automobile liability insurance which will pay for liabilities arising out of accidents involving the ownership, operation, maintenance or use including the loading or unloading of any automobile.
- (5) Umbrella excess liability

B. The coverage listed in paragraph 6.05 A shall be written

for not less than the following limits of liability.

- (1) Worker's Compensation Insurance - - statutory requirements.
 - (2) Employer's liability insurance - - \$1,000,000 each accidental injury or disease and \$2,000,000 aggregate.
 - (3) Comprehensive general liability insurance including all extensions - - limit required by umbrella excess liability coverage.
 - (4) Business automobile liability - - limit required by umbrella excess liability coverage.
 - (5) Umbrella excess liability - - \$5,000,000 limit.
- C. Satisfactory proof of purchase of required insurance shall be furnished on the Accord format for certificates prior to execution of the Contract and upon renewal of any policy, and upon obtaining any new insurance policy. Certificates must be amended to indicate: "Should any of the described policies be canceled before the expiration date thereof, or non-renewed, the issuing company will give thirty (30) days prior written notice to the certificate holder," each Certificate should indicate the insurer, the appropriate policy number(s), the policy expiration date(s), the limits of liability in effect, and the Best's rating and financial rating of the insurer. A certificate will be accepted only if signed by an authorized representative of the insurer.
- D. Insurance certificates will be accepted only from an insurer having a minimum Best's rating of Class A for the policy holders' rating and Class IX for the financial rating. Insurers must be authorized to do business under the laws of the State of Maryland.
- E. No work shall be started at the site until appropriate certificates of insurance are filed with and approved by the procurement officer.

6.06 BUILDER'S RISK INSURANCE:

- A. The Contractor shall purchase and maintain at its own expense builder's risk insurance naming as additional insured the University of Maryland, the State of Maryland, the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The University and State shall be loss payees as their interests may appear.
- B. The builder's risk policy shall cover any and all

materials, equipment, machinery, and supplies of any nature whatsoever, intended to be used in or incidental to the completion of the Contract, but coverage shall apply to property on the construction site, property in transit, and property in temporary storage at locations other than the construction site which property is designated to become a permanent part of the insured project.

- C. The limits of insurance (without any coinsurance conditions applying) shall be the full value of the project when completed. Deductibles are allowed only if reported to the University, which shall not unreasonably withhold consent. The Contractor shall be responsible for paying the amount of the deductible to the University or State in the event of a claim by either or both of them which is within the coverage of the builder's risk policy. Coverage shall be on a full replacement cost basis with no deductions for actual physical depreciation.
- D. Insurance should be against all risks of direct physical loss of or damage to the insured property including theft; earthquake; flood; and settling, shrinkage or expansion of buildings or foundations other than normal settling shrinkage or expansion. Any fault, defect, error or omission exclusion should not apply to damage resulting from such fault, defect, error or omission in the design plans or specifications. Any faulty or defective workmanship or internal exclusion clause should not apply to damage resulting therefrom.
- E. The term of the builder's risk insurance shall continue until final written acceptance of the project by the University.
- F. Satisfactory proof of purchase of required insurance shall be furnished to the University prior to execution of the Contract. The certificate must be amended to indicate that the certificate holder and all insured will receive ninety (90)days prior written notice of cancellation or non-renewal of the policy.
- G. Certificates of insurance shall be submitted to the procurement officer for review and approval and shall be held by him for the duration of the Contract. The University shall have the absolute right to terminate the Contract if the policy of insurance is canceled at any time for any reason and a new policy effective immediately thereafter is not obtained by the Contractor and approved by the procurement officer. This paragraph G. applies to insurance required under Section 6.05 and 6.06.

6.07 ASSIGNMENTS:

The Contractor shall not assign the Contract. The Contractor shall not assign monies due or to become due to him hereunder. He shall not sublet it as a whole or sublet it by trades or other portions in any amount of more than 75% of the monetary value of the Contract. The remaining 25% shall be executed by the Contractor with labor and materials directly purchased and paid for by the Contractor. Costs of insurance, overhead, supervision, etc., may not be claimed as a portion of the 25% mentioned above. The execution of work by a subsidiary of the Contractor may or may not be considered direct employment at the discretion of the University. The Contractor shall not assign monies due or to become due to him hereunder with the previous written consent of the University.

6.08 SEPARATE CONTRACTS:

- A. The University reserves the right to let other contracts in connection with this work. Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.
- B. If any part of the Contractor's Work depends for proper execution or results upon the work of any other contractor, the contractor shall inspect and promptly report to the University any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his Work, except as to the defects which may develop in the other contractor's work after the execution of his Work.
- C. To insure the proper execution of his subsequent Work, the Contractor shall measure work already in place and shall at once report to the University any discrepancy between the executed work and the drawings.

6.09 PAYMENT OF SUBCONTRACTORS:

- A. Neither the final payment or any part of the retained percentage shall become due until the Contractor shall deliver to the University receipt for full payment to all subcontractors and any principal suppliers identified by the University.
- B. If any subcontractor or supplier refuses to provide a receipt for payment, the Contractor may obtain final payment by providing the University with a bond

satisfactory to the University for payment to subcontractors or suppliers as a condition of fulfilling any contractual obligation (including warranties) or losses resulting from subcontractors' or suppliers' failure to fulfill such obligations. Under the bond the Contractor shall refund the University all monies paid to subcontractors or losses incurred, including all costs and reasonable attorney's fees.

6.10 RELATIONSHIP OF CONTRACTOR TO PUBLIC OFFICIAL AND EMPLOYEES:

- A. In carrying out any of the provisions of the Contract, or in exercising any power or authority granted to them by or within the scope of the Contract, there shall be no liability upon the Procurement Officer or other authorized representatives of the University, it being understood that in all such matters they act solely as agents and representatives of the University.
- B. The University may terminate the right of the Contractor to proceed under this Contract if it is found by the Procurement Officer that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the University with a view toward securing a contract or securing a favorable treatment with respect to the awarding or amending or the making of any determination with respect to the performing of such contract, the facts upon which the procurement officer makes such findings may be reviewed in any competent court.
- C. In the event this Contract is terminated as provided in paragraph B hereof, the University shall be entitled (1) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor, and (2) in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Procurement Officer) which shall be not less than three(3) nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.
- D. The rights and remedies of the University provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- E. Conflict of Interest -- No employee of the University or any other department, commission, agency, or branch of the State of Maryland, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while such employee,

become or be an employee of the party or parties hereby contracting with the University. [21.07.01.05]

6.11 NO WAIVER OF LEGAL RIGHTS:

- A. The University and the State of Maryland shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate or certificate is untrue or is incorrectly made, for from showing that the work or materials do not in fact conform to the requirements of the Contractor. The University and the State of Maryland shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate, and payment from recovering from the Contractor or his sureties, or both, such damage as the University may sustain by reason of the Contractor's failure to comply with the terms of the Contract. Neither the acceptance by the University or any representative of the University shall operate as a waiver of any portion of the Contractor or of any power herein or of any right to damages.
- B. The waiver by the University of any breach of the Contractor shall not be held to be a waiver of any other or subsequent breach.

6.12 COVENANT AGAINST CONTINGENT FEES: [21.07.01.09]

The Contractor warrants that it has not employed or retained any person, partnership, corporation or other entity other than a bona fide employee or agent working for the Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity other than a bona fide employee or agent, any fees or any other consideration contingent on the making of this agreement.

6.13 ASSIGNMENT OF ANTITRUST CLAIMS:

The Contractor sells, transfers, and assigns to the University and the State of Maryland all right, title, and interest of and in to any cause of action arising at any time before the date of this assignment or during the performance of this Contract under the Antitrust Laws of the United States, including Section 1 of the Sherman Act and the Antitrust Law of Maryland relating to the purchase by him or the University and the State of Maryland of any products from any supplier or source whatever that is incorporated in the structure built under the terms of this agreement. The Contractor hereby certified that the above causes of action

are lawfully owned and that no previous assignment of same has been made nor has the same heretofore been attached or pledged in any manner whatsoever.

6.14 FEDERAL PARTICIPATION:

If the United States Government pays all or any portion of the cost of a project, the work under this Contract shall be subject to inspection by the appropriate federal agency. Such inspection shall in no sense make the federal government a party to this Contract and will not interfere in any way with the rights of either party hereunder.

6.15 DISPUTES: [21.07.01.06]

- A. This Contract is subject to the provisions of State Finance and Procurement Article Title 15 Subtitle 2, Annotated Code of Maryland (The "Act") and COMAR 21.10. As noted therein, that unless a lesser period is provided by applicable statute, regulation, or by this Contract, the Contractor shall file a written notice of a claim relating to the Contract with the procurement officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of a claim, but no later than the date that final payment under the Contract is made, the Contractor shall submit to the appropriate procurement officer its written claim containing the information specified in COMAR 21.10.04.02. A notice of claim or a claim that is not filed within the time prescribed in COMAR 21.10.04.02 as noted above shall be dismissed.
- B. Except as may otherwise be provided in the Act or COMAR, all disputes arising under or as a result of a breach of this Contract which are not disposed of by mutual agreement shall be resolved in accordance with this Section 6.15.
- C. As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of Contract terms or other relief arising under or relating to this Contract.
- (1) A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, where the submission subsequently is not acted upon in a reasonable time or disputed as to liability or amount, it may be converted to a claim for the purpose of this clause.
 - (2) A claim by the Contractor shall be made in writing

and submitted to the procurement officer for decision. A claim by the State shall be the subject of a decision by the procurement officer in consultation with the Office of the Attorney General.

- D. When a controversy cannot be resolved by mutual agreement, the Contractor shall submit a written request for final decision to the procurement officer. The written request shall set forth all the facts surrounding the controversy.
- E. In connection with any claim under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his claim to the procurement officer.
- F. The procurement officer shall render a written decision on all claims within 180 days of receipt of the Contractor's written claim, unless the procurement officer determines that a longer period is necessary to resolve the claim. This decision shall be furnished to the Contractor, by certified mail, return receipt requested, or by any other method that provided evidence of receipt. The procurement officer's decision shall be deemed the final action of the University. If a decision is not issued within 180 days, the procurement officer shall notify the Contractor of the time within which such a decision shall be rendered and the reasons for such time extension.
- G. The procurement officer's decision shall be final and conclusive unless the Contractor files a written appeal with the Maryland State Board of Appeals within thirty (30) days of receipt of said decision.
- H. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the procurement officer's decision.

6.16 CLAIMS:

- A. If the Contractor claims that any instructions by drawings or otherwise involve or may involve extra cost under this Contract, he shall give the University written notice thereof within fifteen (15) calendar days after receipt of such instructions or after the occurrence of an emergency. No claim shall be valid unless so made.
- B. Under no circumstances will overhead or profit be permitted as items of a claim (if permitted at all under this Contract) when such overhead or profit is for periods during which a "Stop Work" order is in effect due to an act, error, omission for which the Contractor is

responsible.

- C. No profit or overhead which includes rental of equipment and the salaries of supervisory personnel (if permitted at all under this Contract) will be allowed the Contractor for stoppage of work when written notice of such stoppage or impending stoppage is not given reasonable in advance by the Contractor so that the University can take action to prevent such stoppage.
- D. No claim for extra costs will be granted which includes cost of delays or work stoppage due to strikes, lockouts, fire, unusually severe weather, avoidable casualties, or damage or delay in transportation for which the University is not responsible; only time extensions in accordance with Section VII. 7.03 will be granted.
- E. The Contractor and the University agrees that no prejudgment or post judgment interest on any claims asserted by either party will be allowed.
- F. No claim for damage caused by a delay (if permitted at all under the Contract) will be allowed unless the Contractor notifies the University of the existence of the delay within five (5) days of the act or omission causing the delay.
- G. No payment will be made for increased payment or performance bond premiums as a result of any act or omission by the University which results in a claim.

6.17 VARIATIONS IN ESTIMATED QUANTITIES: [21.07.02.03]

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

6.18 PRE-EXISTING REGULATIONS: [21.07.01.17]

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article of the Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of the execution of this Contract are applicable to this Contract.

6.19 FINANCIAL DISCLOSURE: [21.07.01.19]

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

6.20 POLITICAL CONTRIBUTION DISCLOSURE: [21.07.01.20]

The Contractor shall comply with the provision of Article 33, Section 30-1 through 30-4 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases or other agreements with the State of Maryland, including its agencies or a political subdivision of the State during a calendar year under which the person receives in the aggregate \$10,000 or more, shall on or before February 1, of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contribution in excess of \$100 to a candidate for elective office in any primary or general election.

6.21 COMPLIANCE WITH LAWS: [21.07.01.22]

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
- B. It is not in arrears with respect to the payment of any monies due and owing to the State of Maryland or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract.
- C. It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this

Contract.

- 6.22 **RECIPROCITY:** In accordance with COMAR, State Finance and Procurement regulations 14-401, any bid/proposal from a contractor whose principal office is outside of the State of Maryland is subject to reciprocity. Any form of preference the other state gives to its residents will in turn be applicable to that bidder by the State of Maryland. All non-resident bidders/proposers are required to submit a copy of the current statute, resolution, policy, procedure or executive order of the bidder/proposer's resident state that pertains to that state's treatment of non-resident bidders/proposers. In the event a non-Maryland bidder is the awarded Contractor, prior to the award, the non-resident Contractor must agree, in writing, to meet any and all applicable preferences its state gives to its residents.

END OF SECTION 6

SECTION 7: PROSECUTION AND PROGRESS OF THE WORK

7.01 NOTICE TO PROCEED:

- A. After the Contract has been executed, the University will issue to the Contractor a "Notice to proceed" and this notice will stipulate the date on or before which the Contractor is expected to begin the Work. The specified Contract time shall begin on the day work actually starts (other than the erection of the inspector's office, construction stakeout and mobilization) or on the day stipulated in the "Notice to Proceed" whichever is earlier. Any preliminary work started or materials ordered before receipt of the "Notice to Proceed", shall be at risk of the Contractor.

7.02 PROJECT SIGNS:

- A. General -- For all University construction contracts over \$50,000, provide, erect, maintain, and remove upon final acceptance of work, two (2) project signs. Sign locations and mounting systems (ground-supported posts or attached to existing structure) will be established at the Work Initiation Conference by the UMAB Project Manager. The University-mandated logo, graphic dimensions, state prescribed text (Board of Public Works and Governor), colors, letter fonts, and size of basic sign panel are either shown on Contract Documents or will be provided at the Work Initiation Conference. Wording of project-specific text shall be a directed by the UMAB Project Manager.

B. Products --

1. Sign Panel--Provide panel five (5) feet high by ten (10 feet long by 3/4" thick, exterior grade, MDO surface on sign face.
2. Posts (if used -- Provide 4"x 4" construction grade lumber, pressure-preservative treated, of sufficient length for minimum 3'- 6" burial into ground and for minimum of 3'- 0" clearance from bottom of sign panel to grade.
3. Fasteners--Provide non-corrosive bolts, nails, screws and other fasteners throughout.
4. Paint--Provide one (1) coat of white primer-sealer and two (2) coats of white semi-gloss for sign background. Paint back and edges of sign panel also.

C. Execution --

1. Submit, for review and approval, shop drawing indicating size, materials, construction, details, color graphics and text.
2. Provide signs by skilled, established sign manufacturer having a minimum of five (5) years' experience in the production of quality signs.

7.03 PROSECUTION OF THE WORK:

- A. Time is an essential element of the Contract and all time limits in the contract documents are of the essence of the Contract. [21.07.02.08] Contractor shall prosecute the Work and its obligations under the contract vigorously until full completion.
- B. The date of commencement of the Work is the date established in a Notice to Proceed authorized by the procurement officer, however time limits shall commence pursuant to Section 7.01.
- C. If the Contractor is delayed at any time in the progress of the work by any act or omission of the University or any of its officers, agents, or employees or by any separate Contractor employed by the University, or by any changes ordered in the work, or by labor disputes, fire, unusual delay in transportation, unavoidable casualties, or by a cause which the procurement officer determines may justify any delay, then the Contract time will be extended for such time as the procurement officer may authorize.
- D. It is expressly understood and agreed by and between the Contractor and the University that the time for the completion of the work is a reasonable time for completion of the same, taking into consideration the average climatic range and the usual business conditions prevailing in the locality of the project.

7.04 PUBLIC CONVENIENCE AND SAFETY:

The Contractor at all times shall conduct the Work in such a manner as to create the least practicable obstruction to all forms of traffic. The convenience of the general public, tenants, and of the residents along and/or adjacent to the improvement shall be respected. Material stored upon the project shall be placed so as to cause a minimum of obstruction to the public. The Contractor shall, unless otherwise specified, provide and maintain in passable condition such temporary access, roads and bridges as may be necessary to accommodate traffic diverted from the project under construction or using the project under construction

and shall provide and maintain in a safe condition temporary approaches to, and crossing of, the project. Existing facilities planned to be removed, but which might be of service to the public during construction are not to be disturbed until other and adequate provisions are made. Fire hydrants on or adjacent to the project shall be kept accessible to fire apparatus at all times, and no materials or obstruction shall be placed within fifteen (15) feet of any such hydrant. Work closed down for the winter or at any other times shall be left entirely accessible at all points to fire apparatus. All footways, gutters, sewer inlets, and portions of the project including the work under construction shall not be obstructed more than is absolutely necessary.

7.05 BARRICADES AND WARNING SIGNS:

- A. The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other control devices, and shall take all necessary precautions for the protection of the work and safety of the public. All highways and other facilities closed to traffic shall be protected by effective barricades, and obstructions shall be illuminated during hours of darkness with electric lights.
- B. The Contractor shall erect warning signs in advance of any place on the project where operations may interfere with the use of the facility by vehicular or pedestrian traffic, and at all other points where the new work crosses or coincides with an existing roadway or traffic lane(s). Such warning signs shall be constructed and erected in accordance with the FHWA Manual on Uniform Traffic Control Devices or as directed.
- C. In cases where the Contractor's sequence of operations results in grade differentials which would be hazardous to vehicular or pedestrian traffic, the Contractor will, at the direction of the University's Office of Facilities Management and at no additional cost to the University, provide suitable substantial guardrail to the extent determined by that office.

7.06 PRESERVATION, PROTECTION, AND RESTORATION OF PROPERTY:

- A. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect University property from injury or loss arising in connection with this Contract. He shall repair and indemnify against any such damage, injury, or loss, except such as may be directly due to errors in the Contract documents or caused by agents or employees of the University. He shall adequately protect adjacent

property as provided by law and the Contract documents.

- B. The Contractor shall box all trees along the way of access, also all trees surrounding the work which are liable to injury by the moving, storing, and working up of materials. He shall use no tree for attachment of any ropes or derricks.
- C. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workmen and the hazards created by such features of construction as protruding nails, hod hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, and falling materials.
- D. In any emergency affecting the safety of life or the work or of the adjoining property, the Contractor without special instruction or authorization is hereby permitted to act, at his discretion, to prevent such threatened loss or injury. If he is specifically instructed by the University's Office of Facilities Management to do work in an emergency, the Contractor shall do the work and will be paid compensation as outlined in Section 3.06.
- E. No such extension shall be made for delay occurring more than five (5) days before claim therefore is made in writing to the University. In the case of continuing cause of delay, only one claim is necessary.

7.07 PROGRESS SCHEDULE AND TIME:

- A. The Work under the Contract shall be planned, scheduled, executed and reported by the Contractor in accordance with the Contract Documents for the University's review and approval using the Critical Path Method (CPM) Schedule unless otherwise agreed to in writing by the Procurement Officer in consultation with the University's Project Manager. The University's review and approval of the Contractor's schedule does not constitute an agreement to specific dates, durations or sequences for activities. The purpose of the project schedule shall be to:
 - 1. Assure adequate planning, scheduling and reporting during execution of the Contract;
 - 2. Assure coordination of the Work of the Contractor and the various subcontractors and suppliers;
 - 3. Assist the Contractor in monitoring the progress of the Work and evaluating proposed changes to the Contract and the project schedule; and,

4. Assist the Contractor in the preparation and evaluation of the subcontractors' monthly progress payment requests.
- B. When multiple subcontractors are involved, the Contractor will incorporate the schedules of all subcontractors in its schedule to produce a unified project schedule. The Contractor shall make all submissions required in the Contract Documents.
- C. The CPM schedule diagram shall include, but not necessarily be limited to, the following:
1. The order and interdependencies of the Contractor's and subcontractors' activities and the major points of the interface or interrelation with the activities of others, including specific dates for completion.
 2. Activities should be linked between major area separations of the project so that the individual areas do not imply complete independence. The critical path should run through all major areas, since the entire project must be completed.
 3. Conformance with and identification of the Specific Dates specified in the Contract Documents.
 4. The description of work by activity.
 5. Delivery of Owner-furnished material and equipment, if any.
 6. Shop fabrication and delivery.
 7. Critical Path (or Paths).
 8. Testing of equipment and materials.
 9. Seasonal weather conditions, utility coordination, no-work periods (if any), expected job learning curves, and other such circumstances to activities shall be considered and included in the planning and scheduling of all work. Seasonal weather conditions shall be based upon the preceding ten (10) years records published for the locality by the National Ocean and Atmospheric Administration (NOAA) and entitled "Local Climatological Data."
- D. The level of detail of the CPM schedule shall be such that activity durations over fifteen (15) working days shall be kept to a minimum except for non-construction

activities such as shop drawings and sample submittals, fabrication and delivery of materials and equipment, concrete curing and General Conditions activities.

- E. If the Contractor's schedule shows the University or a separate contractor is to complete an activity by a specific date, or within certain duration, the University or separate contractor under contract with the University shall not be bound to said date or duration unless the University's Project Manager specifically agrees in writing to the same.
- F. It is to be expressly understood and agreed by the Contractor that the project schedule is a working document to be revised from time to time as progress proceeds, however, the Contractor is responsible for completing the Work within the time frame noted in the Contract. The Contractor agrees that updating the schedule is a key component and will make every reasonable effort to provide current information to the University. Throughout the progress of the Work, the Contractor shall prepare and maintain a two week manual bar chart field schedule reflecting the schedule of work activities accomplished for the previous week and the work scheduled for the forthcoming two weeks. This manual field schedule shall be updated weekly and review and the regularly scheduled progress meetings.
- G. If the Contractor fails to prepare and submit to the University's Office of Facilities Management a schedule before the existence of a delay, then no claim for extra costs due to delay in the work shall be recognized or asserted.
- H. Materials Purchased Under Allowances -- The Contractor with approval of the University will provide schedules for all materials to be purchased from specified allowances. Any unexpended funds shall revert back to the University.

7.08 PROGRESS PHOTOGRAPHS:

The Contractor shall submit photographs monthly to the University's Office of Facilities Management, taken on or about the first of each month showing the status of the Work.

Only one print of each negative is necessary but the prints should be sufficient in number to properly record the work. The Contractor shall photograph all disputed items of the Work.

7.09 SUSPENSION OF THE WORK: [21.07.02.04]

- A. The procurement officer may order the Contractor in

writing to suspend, delay, or interrupt all or any part of the work for a period of time as he may determine to be appropriate for the convenience of the University.

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

7.10 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT:

If the work should be stopped under an order of any court, or other public authority, for a period of three (3) months, through no act or fault of the Contractor, or of anyone employed by him, or if the University should fail to issue any certificate for payment within seven (7) days after it is due, then the Contractor may, upon seven (7) days' written notice to the University's Office of Facilities Management and Office of Procurement & Supply (attention to the Procurement Officer), stop work or terminate this Contract and receive from the University payment of all complete work in accordance with Section 7.11 of these General Conditions.

7.11 UNIVERSITY'S RIGHT TO TERMINATE FOR ITS CONVENIENCE:
[21.07.02.09]

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

with the performance of, the work terminated by the Notice of Termination, and other property which, if the Contract had been completed, would have been required to be furnished to the University.

- (7) Use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the procurement officer, any property of the types referred to in (6) above; provided, however, that the Contractor (a) shall not be required to extend credit to any purchaser, and (b) may acquire any such property under the conditions prescribed by and at a price or prices approved by the procurement officer; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the University to the Contractor under this Contract or shall otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as the procurement officer may direct;

Such action as may be necessary or as the procurement officer may direct, for the protection and preservation of the property related to this Contract

which is in the possession of the Contractor and in which the University has or may acquire an interest.

The Contractor may submit to the procurement officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the procurement officer and may request the University to remove such items or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the procurement officer upon removal of the items or, if the items are stored, within 45 days from the date of submission of the list. Any necessary adjustment to correct the list as submitted shall be made prior to final settlement;

- (8) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and,
- (9) Take any action that may be necessary, or as the procurement officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the State has or may acquire

an interest.

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

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

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

F. Costs, claimed, agreed to, or determined pursuant to C, D, E, and I hereof shall be in accordance with COMAR 21.09 as in effect on the date of the Contract.

G. The Contractor shall have the right of appeal, under the

clause of this Contract entitled "Disputes," from any determination made by the procurement officer under paragraph C, E, or I hereof, except that if the Contractor has failed to submit his claim within the time provided in paragraph C or I thereof, and has failed to request extension of such time, he shall have no such right of appeal. In any case where the procurement officer has made a determination of the amount due under paragraph C, E, or I hereof, the University shall pay to the Contractor the following: (i) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the procurement officer, or (ii) if an appeal has been taken, the amount finally determined on such appeal.

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

be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of the retention or disposition, or a later date as determined by the procurement officer by reason of circumstances.

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

7.12 TERMINATION FOR DEFAULT -- DAMAGES FOR DELAY -- TIME EXTENSIONS: [21.07.02.07]

- A. If the Contractor refuses or fails to prosecute the work or any separable part thereof, with such diligence as shall insure its completion within the time specified in this Contract or any extension thereof or fails to complete said work within this time, the University may, by written notice to the Contractor, terminate his right to proceed with the work or the part of the work as to which there has been delay. In this event, the University may take over the work and prosecute the same to completion, by Contract or otherwise, and may take possession of and utilize in completing the work, the materials, appliances, and plant as may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any damage to the University resulting from his refusal or failure to complete the work within the specified time.
- B. If fixed and agreed liquidated damages are provided in the Contract and if the University so terminates the Contractor's right to proceed, the resulting damage shall consist of such liquidated damages until a reasonable time as may be required for final completion of the work together with any increased costs occasioned for the University in completing the work.
- C. If fixed and agreed liquidated damages are provided in the Contract and if the University so terminates the Contractor's right to proceed, the resulting damage shall consist of these liquidated damages until the work is

completed or accepted.

D. The Contractor's right to proceed may not be so terminated nor the Contractor charged with resulting damages if:

(1) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the University or State in either their sovereign or contractual capacity, acts of another contractor in the performance of a Contract with the University, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractor or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractor or suppliers; and

(2) The Contractor, within 10 days from the beginning of any such delay (unless the procurement officer grants a further period of time before the date of final payment under the Contract), notifies the procurement officer in writing of the causes of delay. The procurement officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgement, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in the "Disputes" clause of this Contract.

E. If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provision of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the Contract contains a clause providing for termination for convenience of the University, be the same as if the notice of termination had been issued pursuant to that clause. If, in the foregoing circumstances, this Contract does not contain a clause providing for termination for convenience of the State, the Contract shall be equitably adjusted to compensate for the termination and the Contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Contract entitled "Disputes."

F. The rights and remedies of the University provided in

this clause are in addition to any other rights and remedies provided by law or under this Contract.

- G. As used in paragraph D (1) of this clause, the term "subcontractors or suppliers" means subcontractors or suppliers at any tier.

7.13 PARTIAL ACCEPTANCE:

- A. If during the construction of work the University desires to occupy any portion of the project, the University shall have the right to occupy and use those portions of the project which in the opinion of the procurement officer can be used for their intended purposes; provided that the conditions of occupancy and use are established and the responsibilities of the Contractor and the University for maintenance, heat, light, utilities, and insurance are mutually agreed to by the Contractor and the University.
- B. Partial occupancy shall in no way relieve the Contractor of his responsibilities under the Contract.

7.14 FAILURE TO COMPLETE ON TIME/LIQUIDATED DAMAGES:

- A. This Section #7.14 is in addition to provisions concerning liquidated damages set forth elsewhere in the Contract.
- B. For each day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the Contract, the Contractor shall be liable for liquidated damages in the amount of \$750.00 per day (or as otherwise stated in the Procurement Request or the Amendments to the UMAB General Conditions for Construction Contracts) provided, however, that due account shall be taken of any adjustment of specified completion time(s) for completion of work as granted by approved change orders. [21.07.02.08]
- C. The University shall have the right to deduct/retain offset and recoup out of the monies due to or become due to the Contractor hereunder the amount of damages, and in case the amounts due the Contractor are less than the amount of such damages, the Contractor shall be liable to the University for the difference.

7.15 SUBSTANTIAL COMPLETION AND FINAL INSPECTION:

- A. When the work is substantially completed, the Contractor shall notify the University and the Architect that the work will be ready for the final inspection and test on a definite date. Sufficient notice shall be given to

permit the Architect and the University to schedule the final inspection.

- B. On the basis of the inspection, if the Architect and the University determine that the work is substantially complete and the project can be occupied or used for its intended purpose, the University shall establish the date of substantial completion and shall state the responsibilities of the University and the Contractor for maintenance, heat, utilities, and insurance, and shall fix the time for which the guarantee will begin.
- C. The University shall fix the time within which the Contractor shall complete any remaining items of work which may be indicated on a list prepared by the Architect and the University. If the Contractor fails to complete the remaining items so listed in the time stipulated the University shall have the undisputed right to complete the work and deduct any cost incurred from any monies retained under the Contract.
- D. Final payment shall not be made until all Contract work is complete to the satisfaction of the University's Office of Facilities Management.

7.16 CLEANING-UP:

The Contractor shall at all times keep the construction area, including storage areas used by him, free from accumulation of waste materials or rubbish and prior to completion of work, shall remove from the premises any rubbish and all tools, scaffolding, equipment, and materials, not the property of the University. Upon completion of the construction, the Contractor shall leave the work and premises in a clean, neat, and workmanlike condition satisfactory to the University's Office of Facilities Management.

7.17 GUARANTEES:

The Contractor guarantees and warranties for a two (2) year period (unless another period is specified which shall not be less than two (2) years), commencing on the date of substantial completion as established by the University:

- A. That the work contains no faulty or imperfect material or equipment or any imperfect, careless, or unskilled workmanship.
- B. That all mechanical and electrical equipment, machines, devices, etc., shall be adequate for the use to which they are intended, and shall operator, with ordinary care and attention, in a satisfactory and efficient manner.

- C. That he will re-execute, correct, repair, or remove and replace with proper work, without cost to the University, any work found not to be as guaranteed by this Section. The Contractor shall also make good all damages caused to other work or materials in the process of complying with this Section.
- D. That the entire work shall be water-tight and leak-proof in every particular.

The guarantee and warranty set forth herein is in addition to any implicit or explicit guaranty and warranty provided by law, if any.

7.18 NOTICE TO UNIVERSITY OF LABOR DISPUTES:

- A. Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the procurement officer.
- B. The Contractor agrees to insert the substance of this clause, including this paragraph B., in any subcontract hereunder as to which a labor dispute may delay the timely performance of this Contract; except that each such subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify his next higher tier subcontractor, or the prime Contractor, as the case may be, of all relevant information with respect to such dispute.

END OF SECTION 7

SECTION 8: PAYMENTS

8.01 SCOPE OF PAYMENT: [21.07.01.03]

A. Payments are made on the valuation of work accomplishment and on account of materials delivered on the site, for incorporation in the work which are suitably stored and protected. The Contractor is to submit a Schedule of Values (SOV) for the University's approval within ten (10) working days of the issuance of the Notice to Proceed. The SOV must be approved by the University prior to the Contractor's use in applying for payment. The SOV will be submitted in a format as prescribed by and to the level of detail specified by the University inclusive of the following:

1. The sum of the parts of the SOV shall total to the Contract amount.
 - a. Labor will be separate from material/equipment.
 - b. Round amounts off to the nearest whole ten (10) dollars.
2. The minimum level of breakdown and order on the application for payment include, but are not limited to, the following:
 - a. Bond costs, if applicable.
 - b. General Conditions:
 1. Mobilization/Demobilization
 2. Submittals/Shop Drawings
 3. Schedule/Schedule Updates
 4. On site staff reimbursable costs
 5. Safety
 6. Clean-up
 7. Hoisting
 8. Punch List
 9. As-built Drawings
 10. Warranties and Operations & Maintenance Manuals
 11. Close out Documentation
 - c. Division 1 cost breakdown as requested/required.
 - d. Major trade work shall be broken down into labor and material line items.
 - e. A listing of approved/fully executed change orders/contract amendments, if any, in sequential order.

3. SOV items shall have a direct and understandable relation to the Project construction schedule.
 4. Overhead and profit shall be distributed into each item of work.
 5. Once approved, the SOV shall be the basis for the Contractor's application for payment except as noted below in #6.
 6. The University shall have the right to require the Contractor to alter the value or add/delete categories on the SOV at any time for the following reasons:
 - a. The SOV appears to be incorrect or unbalanced.
 - b. A revision of the segregation of values is required due to the Contractor revising the sequence of construction or assembly of building components.
 - c. Change orders/contract amendments are issued to the Contractor and shall be incorporated into the SOV as a separate line item at the bottom of the SOV.
 7. The Contractor is required to correlate the documentation for payment of stored materials requested in the application for payment against the agreed upon breakdown of the SOV and provide the necessary certificate of insurance for off site storage with the University as the certificate holder.
- B. Payments shall also be made on account of materials or equipment or incorporation in the work delivered by the Contractor but stored at some off-site location agreed upon by the University; such payment to be conditioned upon submission by the Contractor of bills of sale or other procedures satisfactory to the University's Office of Facilities Management to establish the University's title to such materials or equipment or otherwise protect the University's interest, including applicable insurance certificate(s) and transportation to site.
- C. Prior to application for first payment, the Contractor shall submit to the University a schedule of values of the various parts of the work, including quantities, aggregating the total sum of the Contract. This schedule shall be so divided as to facilitate payments to subcontractors. The form of this submission shall be as the Contractor and the University have agreed upon and

shall be supported by such evidence as to its correctness as the University may direct. Unless at a later date found to be in error, this schedule shall be used as a basis for certificates of payments.

- D. Application for payment shall be submitted on or about the 25th day of each month but not less than thirty (30) days after the "Work Initiation Conference" nor before ten (10) days of job operation (job shut-down days excluded).
- E. In applying for payments the Contractor shall submit a statement, based upon the schedule of values prepared under subparagraph C above, itemized in such form and supported by such evidence as the University may require, showing the Contractor's right to the payment claimed. Payment will be for work in place by the 25th of the billing month; no projection to the month's end are to be included. Each invoice shall prominently display the Contractor's Federal Employers Tax Identification Number or (if no such number) his social security number.
 - (1) In applying for all payments, excluding the first payment and final payment, the Contractor shall submit in addition to the above a certificate he has paid:
 - (a) All labor to date;
 - (b) All vendors and material suppliers in full for all items received; and
 - (c) All subcontractors in full, less the retained amount.
 - (2) In applying for the final payment, the Contractor shall submit in addition to the statement required in E (1), the following:
 - (a) Such evidence as the University may demand as will establish the University's title to materials and give reasonable assurance that claims against materials and claims for labor and other items by others do not exist;
 - (b) An electric certificate from an independent (non-governmental) electrical inspection agency approved by the State of Maryland Fire Marshal. The Contractor must make application for the inspection, coordinate same, and pay the required inspection fees. The independent electrical inspection agencies are not considered local authorities;

(c) All other guarantees are called for by the Contract;

(d) All equipment manuals and parts lists.

8.02 FORCE ACCOUNT WORK:

A. When the Contractor is required to perform or have performed work as a result of additions or changes to the Contract for which there are no applicable unit prices in the Contract, the University's Office of Facilities Management and the Contractor shall make every effort to come to an agreed upon price for the performance of such work. If an agreement cannot be reached, the University's Office of Facilities Management may require the Contractor to do or have done such work on a force account basis to be compensated in accordance with the following:

- (1) Labor -- For all labor and for foremen in direct charge of the specific operations, the Contractor shall receive the actual wages for each and every hour that said labor and foremen are actually engaged in such work. The Contractor shall receive the actual costs paid to, or in behalf of, workmen by reason of subsistence and travel allowances, health, welfare benefits, pension fund benefits, or other benefits, when such amounts are required by collective bargaining agreement or other employment Contract generally applicable to the classes of labor employed on the work.
- (2) Materials -- For materials accepted by the Architect and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth).
- (3) Equipment -- For any machinery or special equipment rented (other than small tools, whether rented or owned), the Contractor shall receive the rates agreed upon in writing before such work is begun, or the Contractor shall receive those rates which may be specified elsewhere in the Contract. For purposes of definition, equipment with a new cost of \$500 or less will be considered small tools.
- (4) Materials and Supplies Not Incorporated in the Work -- For materials and supplies expended in the performance of the work (excluding those required for rented equipment) and approved by the Architect,

the Contractor shall receive the actual cost of such materials and supplies used.

- (5) Bond, Insurance, and Tax -- For bond premiums, property damage, liability, and workmen's compensation insurance premiums, unemployment insurance contributions, and social security taxes on the force of account work, the Contractor and University shall determine an equitable percent to be applied against the labor cost (premium pay and fringes excluded).
- (6) Subcontractors -- The Contractors shall receive the actual cost of work performed by a subcontractor. Subcontractors' cost is to be determined as in A (1-5) above. An allowance will be made to the Contractor for subcontractor's overhead and profit in an amount to be determined in accordance with Section VII. 8.02 A (8).
- (7) Superintendence -- No additional allowance shall be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- (8) Subcontractor's Overhead and Profit -- The allowance to the subcontractor for his overhead and profit will be at the following scale:

<u>Value of Work</u>	<u>Combined Overhead and Profit</u>
\$ 0 - \$ 1,000	25%
\$ 1,001 - \$ 5,000	20%
\$ 5,001 - \$10,000	17%
\$10,001 - \$25,000	15%
over - \$25,000	negotiated, but not more than 15%

- B. Compensation -- The compensation as set forth above shall be received by the Subcontractor as payment in full for the work done on a force account basis. At the end of each day, the Subcontractor's representative and the Architect shall compare records of the cost of work as ordered on a force account basis.
- C. Statements -- No payment will be made for work performed on a force account basis until the Subcontractor furnishes the University duplicate itemized statements of the cost of such force account work detailed as to the following:
 - (1) Name, classification, date, daily hours, total hours, rate, and extension for laborers and foremen.

- (2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment rented (other than small equipment).
- (3) Quantities and prices of materials.
- (4) Changes for transportation of materials paid by the Contractor.
- (5) Cost of property damage, liability, and workmen's compensation insurance premiums, unemployment insurance contributions, and social security tax.
- (6) Statements for payments of items under paragraphs (3) and (4) shall be accompanied by original receipted invoices for materials used and transportation charges. If, however, the materials used in the force account work are not specifically purchases for such work but are taken from the Contractor's stock, then in lieu of the original invoices the statements shall contain or be accompanied by an affidavit of the Subcontractor which shall certify that such materials were taken from his stock, that the quantity claimed was actually used and that the price and transportation of the materials as are claimed represent actual cost.

8.03 CASH ALLOWANCES:

Whenever an allowance is mentioned in the specifications, then the Contractor shall include in his Contract Sum the entire amount of such specified allowances. The expenditure of these allowances is at the University's direction. However, the allowance expenditure is limited to items properly inferable from the title of the allowance. Unexpended balances are to revert to the University. The costs of installation of materials purchased are not included in the allowance. The Contractor shall have installed (through subcontractors) all material purchased under allowances and shall include in the Contract sum a sufficient amount, in addition to the allowance, to cover the installation, other costs, and profit.

8.04 CERTIFICATES OF PAYMENT:

A. If the Contractor has made application as above, the University shall, not later than the date when such payment falls due, issue to the Contractor a certificate for such amount as it decides to be properly due. In approving such partial payments, there shall be retained ten percent (10%) until completion and acceptance of all work covered by the Contract.

- B. The University shall provide the Contractor with the payment forms to be used by the Contractor.
- C. No certificate issued nor payment made to the Contractor nor partial or entire use or occupancy of the work by the University shall be an acceptance of any work or materials not in accordance with this Contract.

8.05 DEDUCTIONS FOR UNCORRECTED WORK:

If the University deems it inexpedient to correct work injured or done in accordance with the Contract, an equitable deduction from the contract price shall be made therefore.

8.06 PAYMENTS WITHHELD:

- A. The University may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to such extent as may be necessary to protect the University from loss on account of:
 - (1) Defective work not remedied;
 - (2) Claims filed or reasonable evidence indicating probable filling of claims;
 - (3) Failure of the Contractor to make payments properly to subcontractor for material or labor;
 - (4) A reasonable doubt that the Contract can be completed for the balance then unpaid; or
 - (5) Damage to another contractor.
- B. When the above grounds are removed, payment shall be made for amount withheld because of them.

8.07 CORRECTION OF WORK BEFORE FINAL PAYMENT:

- A. The Contractor shall have promptly removed from the premises all materials condemned by the Architect or the University as failing to conform to the Contract, whether incorporated in the work or not. The Contractor shall have promptly replaced and re-executed his own work in accordance with the Contract and without expense to the University and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

- B. If the Contractor does not have such condemned work and materials removed within a reasonable time, fixed by

written notice, the University may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days time thereafter, the University may, upon ten (10) days notice, sell such materials and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

8.08 ACCEPTANCE AND FINAL PAYMENT:

- A. When the Contractor has completed the work and it has been finally accepted, the University shall promptly proceed to make any necessary final surveys and complete any necessary computation of quantities. This tabulation shall be accompanied by a statement setting forth (1) the additional work performed under change orders and/or supplemental agreements, (2) any authorized extension of time, (3) the number of days which have been charged against the Contractor as having been used to complete the Contract and (4) any deductions, charges, or liquidated damages which have been made or imposed. Payment for the full apparent value of the Contract thus determined shall become due and payable to the Contractor within 90 days after acceptance of the project by the University for maintenance, as hereinafter provided. As a condition precedent to final payment, the Contractor shall be required to execute a general release of all claims against the University's Office of Facilities Management and its employees arising out of or in any way connected with this Contract.
- B. The Contractor shall then have a period of ten (10) calendar days dating from the date upon which he received the aforementioned tabulation from the University, in which (1) to decide whether or not he will accept final payment upon such a basis, and (2) to notify the University's Office of Facilities Management, in writing, of his decision. The Contractor may request an additional period up to ten (10) calendar days in which to notify the procurement officer of his decision. In the event the Contractor notifies the procurement officer that he protests final payment on such a basis, that notification shall outline the reason(s) for said protest.
- C. Upon receipt of a notification of acceptance as provided for in paragraph B above, the University shall prepare for Final Payment forms and submit them to the Contractor. These forms shall show all data noted in paragraph A above, together with deductions for all prior payments. The Contractor shall execute these forms and return them to the University within ten (10) calendar

days from the date they are received, whereupon the University will make payment. If such signed forms are not received by the University within the specified time, the University will prepare duplicate forms and submit them to the procurement officer for execution and payment. Such action by the procurement officer shall be deemed to constitute Acceptance and Final Payment.

- D. If, under the provisions of paragraph B above, the Contractor notifies the procurement officer of his protest and non-acceptance of the data submitted to him, the University shall pay the Contractor a Semi-Final Estimate, or an Additional Semi-Final Estimate in the event a Semi-Final Estimate has already been paid based upon the data noted in paragraph A above, with deductions for all prior payments. The acceptance of such Semi-Final Estimate, or additional Semi-Final Estimate, shall be considered as a waiver on the part of the Contractor of his right to pursue his protest and press for Acceptance and Final Payment.
- E. In the event the Contractor does not accept the data submitted to him as described in paragraph A above and /or has outstanding a claim filed with the University, the Architect and the Contractor shall confer at mutually convenient times and endeavor to reconcile all points of disagreement expeditiously. If such reconciliation is accomplished, the University will promptly process with Acceptance and Final Payment on the reconciled basis and in accordance with the provisions of paragraph C above. If reconciliation is not accomplished within 30 days, the Architect (a) shall submit to the procurement officer the Final Estimate and Final Payment forms he is then recommending, together with whatever data the Contractor may have submitted to him in support of his protest(s) regarding the various factors in dispute, and (b) send a copy of the letter and transmittal to the Contractor by registered mail. The Contractor shall submit to the Architect, within 10 days after receipt of said registered mail, a written statement for review and final action. The decision of the Architect shall be final and no further appeal will be considered. Such decision by the Architect and payment by the University shall be deemed to constitute Acceptance and Final Payment.
- F. All prior partial estimates and payments shall be subject to correction at the time of Acceptance and Final Payment and if the Contractor has been previously overpaid, the amount of such overpayment shall be set forth in the Final Payments forms and the Contractor hereby agrees that he will reimburse the University for such overpayment within six (6) months of receipt of such advice, and his surety will not be granted release from

obligations under the terms of the Contract until reimbursement has been made in full.

8.09 INTEREST:

- A. Contractor and the University such agree that neither is entitled to any interest on any payment or judgement due it from the other.

8.10 AUDITS BY THE UNIVERSITY:

- A. The Contractor agrees that the University or any part of its duly authorized representatives shall, until expiration of three (3) years after final payment under this Contract or after any applicable statute of limitations, whichever is longer, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions to this Contract.
- B. The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the University or any of its duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract or after any applicable statute of limitations, whichever is longer, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract.
- C. The Contractor shall retain and maintain all records and documents relating to this Contract for the period specified in paragraph A and shall make them available for inspection and audit by authorized representatives of the State of Maryland, including the University or designee at all reasonable times. [21.07.01.21]

8.11 MULTI-YEAR CONTRACTS: [21.07.01.10]

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the University's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of this Contract hereunder will be to discharge both the Contractor and the University from future performance of this Contract, but not from their rights and obligations existing at the time of termination. The

Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not authorized in the price of the contract. The University shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this contract for each succeeding fiscal period beyond the first.

8.12 PAYMENT OF STATE OBLIGATIONS:

Payments to the Contractor pursuant to the Contract shall be made no later than thirty (30) days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable are prohibited. [21.07.01.18]

END OF SECTION 8

SECTION 9: EMPLOYEES, SUBCONTRACTORS, AND WORK CONDITIONS

9.01 EMPLOYEES AND WORKMANSHIP: The following provisions in Section 9.01 are in addition to provisions relating to these matters set forth elsewhere in the Contract.

- A. Qualification of Employees -- Only personnel thoroughly trained and skilled in the task assigned them may be employed on any portion of the Work. Any employee found by the Contractor, the Architect, or the University's Office of Facilities Management to be unskilled or untrained in his work shall be removed from the Work.
- B. Licensed Employees -- When Municipal, County, State, or Federal laws require that certain personnel (electricians, plumbers, etc.) be licensed, then all such personnel employed on the Work shall be so licensed.
- C. Quantity of Labor -- The Contractor shall employ on the Work, at all times sufficient personnel to complete the Work within the time stated in the Contract.
- D. Work Areas -- The Contractor shall confine the operations of his employees to the limits as provided by law, ordinance, permits, or directions of the University's Office of Facilities Management. Generally, the work area will be the same as indicated in the contract documents.
- E. Methods and Quality:
 - (1) All workmanship shall be of good quality. Whenever the method of the Work or manner of procedure is not specifically stated in the contract documents, then it is intended that the best standard practice shall be followed. Recommendations of the manufacturers of approved materials shall be considered as a part of these specifications and all materials shall be applied, installed, connected, erected, used, cleaned, and conditioned as called for thereby. This, however, does not remove any requirement in these specifications to add to the manufacturer's recommendations.
 - (2) All materials shall be accurately assembled, set, etc., and when so required in good construction, shall be true to line, even, square, plumb, level, and regularly spaced, coursed, etc. Under no circumstances, either in new or cold work, shall any

material be applied over another which has not been thoroughly cleaned, sanded, or otherwise treated so as not to impair the finish, adhesion, or efficiency of the next applied item.

- (3) All methods and procedures and results are subject to the University's and Architect's approval as to finished result to be obtained. However, this is not to be interpreted as placing upon the University or the Architect any responsibility for the "Work" management of the Work which is solely the responsibility of the Contractor.

F. Scheduling: The obligations in this Section 9.01 F shall be in addition to the scheduling provision set forth elsewhere in the Contract.

- (1) The Contractor shall so schedule the Work as to ensure efficient and uninterrupted progress and to hold to an absolute minimum the cutting and patching of new work. All cutting, patching and digging necessary to the execution of the work is included.

- (2) The Contractor shall schedule the construction performed by each group or trade so that each installation or portion of the construction shall member with and join with every other new or old work required for a complete installation, all according to accepted good construction practice.

G. Superintendent -- The Contractor shall keep the work at all times during its progress a competent Superintendent and any necessary assistants, all approved by the University's Office of Facilities Management prior to the commencement of the Work and from time to time prior to the assignment of any person to that position. The contractor shall submit in writing to the Office of Facilities Management, from time to time, the name of the person it intends to employ as superintendent for the execution of this Contract with a statement of the proposed superintendent's qualifications. This data will be reviewed by the University's Office of Facilities Management and an approval or rejection will be given in writing. Persons who have previously proved unsatisfactory on work executed for the University or the at State of Maryland or who are without proper qualifications will not be approved. Should it be necessary to change the superintendent, this procedure

will be repeated. A single Superintendent will be permitted to superintend two or more jobs located at the same institution or close to each other only when approved by the University's Office of Facilities Management in writing. The Superintendent shall represent the Contractor. All directions given to the Superintendent shall be as binding as if given to the Contractor. Other directions shall be so confirmed on written request in each case. Should the Superintendent be complained of by the University's Office of Facilities Management for cause, he shall be removed from the work and a new Superintendent obtained and approved as described above.

- H. Discipline -- The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ or permit to remain on the work any unfit person. He shall enforce all instructions relative to use of water, heat, power, no smoking, and control and use of fires as required by law and by the University. Employees must not be allowed to loiter on the premises before or after working hours.
- I. Employee Safety -- The Contractor shall designate a responsible member of his organization, on the work, whose duty it shall be, in addition to his other duties, to prevent accidents and to enforce the standards of Section VII. 9.07. The name and position of the person so designated shall be reported to the University's Office of Facilities Management with a copy to the Architect, by the Contractor at the commencement of the work.
- J. Supervisory Personnel: All supervisory personnel of the Contractor must be direct employees of the Contractor.

9.02 NON-DISCRIMINATION-EMPLOYMENT POLICIES:

- A. Acceptance of a Contract based on the University's specifications constitutes agreement by the Contractor to comply with State policy as established by Joint Resolution No. 16 of the General Assembly of 1958, which is:

That on all public works being paid for in whole or in part with State or other public funds, preference shall be given to available persons who have been residents of Maryland for a period of at least six (6) months immediately prior to availability of

positions for employment of laborers, mechanics, and others not including supervisory personnel, not to exceed ten percent (10%) of the total working force.

- B. The contents of Section 13-219 of the State Finance and Procurement Article, which provides as follows, is called to the attention of the Contractor and each subcontractor.
- a. A contract subject to this article may not be awarded to any Contractor unless the Contract contains provisions obligating the Contractor not to discriminate in any manner against any employee or applicant for employment because of sex, race, creed, color, or national origin and obligating the Contractor to include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor and subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.
 - b. Failure to include such a contract provision renders any contract void of initiation at the election of the State, but any party shall be entitled to the reasonable value of services performed and materials supplied.
 - c. Where the Contractor willfully fails to comply with the non-discrimination provisions the State may, where the contract is still executory in part, compel continued performances of the contract, but it shall be liable only for the reasonable value of services performed and materials supplied from the date that the breach of contract was discovered or should have been discovered, and any sums previously paid by the State under the Contract, shall be set off against the sums to become due as the contract is performed.
 - d. If the subcontractor willfully fails to comply with the non-discrimination provisions the Contractor may avoid the contract note and shall be liable only for the reasonable value of the services performed and materials supplied.

- e. Any person, whether an employee, prospective employee or not with information concerning violations of the requirements of this section may inform the Board of Public Works which shall cause an immediate investigation of the charges. If the Board concludes that the charges are true it shall invoke the remedies set out in this section.
- C. The Governor's Executive Order pertaining to the Code of Fair Practices, dated July 9, 1976 bars discrimination by State Contractors on account of political or religious opinion or affiliation in addition to the discrimination listed above.
- D. It is understood that the provisions of the Civil Rights Act of 1964 are hereby included in this Contract to the end that no person in the United States shall, on the ground of race, color, or natural origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under this Agreement.
- E. The Contractor, subcontractor(s), or their agents, insofar as possible, shall secure labor through the Maryland State Employment Service of the Maryland Department of Human Resources. Where the Contractor has entered into a collective bargaining agreement under which labor is to be provided by a union, the Contractor is not required to conform to these provisions unless the Contractor and the union arrange with the Maryland State Employment Service for referral of such labor as they may mutually agree shall be referred. The Contractor shall be the sole judge of the competency or fitness for satisfactory service of any labor referred to him by the Maryland State Employment Service.
- F. Each Contractor with the University will submit to the Board of Public Works, at the Board's request, information as to the composition of the Contractor's work force. This information will be furnished on a form to be prescribed by the Board of Public Works.
- G. The Contractor and all subcontractors will develop and maintain an Affirmative Action Plan directed at increasing the utilization of women and members of minority groups on State Public Works projects. Approval of the plan by the Board of Public Works shall be a prerequisite to the award of any Contract for Public

Works by the State or any agency of the State. The Affirmative Action Plan referred to in the preceding sentence shall contain written provisions and procedures for each of the following:

- (1) Notification of established community organizations of employment opportunities, and the maintenance of records on responses by such organizations and their disposition.
- (2) Maintenance of records, including names and address, of woman and members of minority groups applying or referred for employment. The records shall indicate what disposition was made of the application. If such an applicant was not sent to a union hiring hall for referral or if such an applicant was not employed by the Contractor, the records shall indicate the reasons therefore.
- (3) Notification by the Contractor to the University if any union or unions with whom the Contractor has a collective bargaining agreement has not referred to the Contractor a woman or member of a minority group sent by the Contractor, or if the Contractor has other information that the union referral process is impeding efforts for the utilization of women and members of minority groups.
- (4) Participation in training programs, including those funded by the United States Government.
- (5) Procedures for disseminating notice of the Contractor's equal employment opportunity policy by publicizing it through company newspapers and annual reports, conducting staff, employee and union representatives' meetings, posting, and by specific review with employees who are women or members of minority groups.
- (6) Procedures for disseminating notice of the Contractor's equal employment opportunity policy externally through review with all recruitment sources, advertising in news media, and discussion with subcontractors and suppliers.
- (7) Recruitment efforts directed at minority organizations, schools with minority students, and minority recruitment and training organizations.

- (8) Validation of all specifications, selection requirements, and tests relating to employment.
 - (9) Procedures for promoting after-school, summer, and vacation employment to minority youth.
 - (10) Programs for the development of on-the-job training opportunities and participation and assistance in any association or employer group training programs.
 - (11) Programs for evaluating women and minority personnel for promotion opportunities and encouragement of such employees to seek those opportunities.
 - (12) Review of seniority practices and job classifications to insure that they do not have an improper discriminatory effect.
 - (13) Monitoring of personnel activities to insure that the Contractor's equal employment opportunity policy is being carried out.
 - (14) Proposals for soliciting bids for subcontracts for available minority subcontractors engaged in the trades covered by the bid conditions.
- H. The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract for standard commercial supplies or raw materials; and, (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

9.03 SUBCONTRACTS:

- A. The Contractor shall, as soon as practicable and before the execution of the Contract, notify the Architect and the University's Office of Facilities Management in writing of the names of subcontractors proposed for the principal parts of the work and for such others as the Architect may direct and shall not employ any that the

Architect or the University's Office of Facilities Management may object to as incompetent, unfit, or irresponsible.

- B. The Contractor agrees that he is as fully responsible to the University for the acts and omissions of his subcontractor and of persons directly employed by them as he is for the acts and omissions of persons directly employed by him.
- C. Nothing contained in the Contract documents shall create any contractual relation between any subcontractor and the University and nothing in the contract documents is intended to make the subcontractor a beneficiary of the Contract between the University and the Contractor.

9.04 RELATION OF CONTRACTOR AND SUBCONTRACTOR:

- A. The Contractor agrees to bind every subcontractor and will see that every subcontractor agrees to be bound by the terms of the Contract and Contract Documents and each of these as far as applicable to his work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the University's Office of Facilities Management.
- B. The Contractor agrees to include the following provisions in all subcontracts and supply contract, applicable to the work:
 - (1) Subcontractor agrees to be bound to the Contractor by the terms of the Contract and the Contract Documents and each of these, and to assume toward the Contractor all obligations and responsibilities that the Contractor, by those documents, assumes toward the University.
 - (2) The subcontractor agrees to submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment under Section 8 of the Standard Conditions.
 - (3) The subcontractor agrees to make all claims for extras, for extensions of time, and for damages for delays or otherwise, to the Contractor in the manner provided in the Standard Conditions for like claims by the Contractor upon the University except that the time for making claims for extra cost is five (5) days.

(4) The subcontractor agrees, upon completion of his work to promptly pay all labor, material suppliers, vendors, subcontractors, and others, and to permit simultaneous final payment by the Contractor and execution of the "Waiver of Liens" by the subcontractor.

C. The Contractor agrees to be bound to the subcontractor by all the obligations that the University assumes to the Contractor under the Contract, the Contract Documents and each of these, and all the provisions thereof affording remedies and redress to the Contractor from the University. The Contractor also agrees:

(1) To pay the subcontractor, upon the presentation of certificates, if issued under the schedule of values prescribed in Section 8 of these Standard Conditions, the amount allowed to the Contractor on account of the subcontractor's work to the extent of the subcontractor's interest herein.

(2) To pay the subcontractor, upon the presentation of certificates, so that at all times his total payments shall be as large in proportion to the value of the work done by him as the total amount certified to the Contractor is to the value of the work done by him.

(3) To pay the subcontractor to such extent as may be provided by the Contract documents or the subcontract, if either of these provides for earlier or larger payments than the above.

(4) To pay the subcontractor on demand for his work or materials as far as executed and fixed in place, less the retained percentage, at the time to certificate should be issued, even though the Architect fails to issue it for any cause not the fault of subcontractor.

(5) To pay the subcontractor a just share of any fire insurance money received by the Contractor.

(6) To make no demand for liquidated damages or penalty for delay in any sum in excess of such amount as may be specifically named in the subcontract.

(7) To give the subcontractor an opportunity to be

present and to submit evidence in any matter involving his rights.

- D. No claim for services rendered or materials furnished by the Contractor to the subcontractor shall be valid unless written notice thereof is given by the Contractor to the subcontractor during the first ten (10) days of the calendar month following that in which the claims originated.
- E. The Contractor and the subcontractor agree that nothing in this section shall create any obligation on the part of the University to pay to or to see to the payment of any sums to any subcontractor.

9.05 MINORITY BUSINESS ENTERPRISE UTILIZATION:

- A. The provisions of this Section are applicable to Contracts with a value of \$25,000 or more. The Contractor shall structure his procedures for the performance of the construction services required by this Contract to achieve the result that a minimum of 25 percent (25%) minority business enterprise (MBE) participation of the total contract award is achieved. Such performance by MBE's shall be in accordance with this Section.

B. Definitions:

- (1) "Minority Person" -- A member of a socially or economically disadvantaged group, which for purposes of this Section includes Blacks, (not of Hispanic Origin), Hispanics, American Indians, Alaska Natives, Asians, Pacific Islanders, women, and the physically or mentally disabled.
- (2) "Minority Business Enterprise" (MBE) -- Any legal entity, other than a joint venture, organized to engage in commercial transactions, which is at least 51 percent (51%) owned and controlled by one or more minority persons, or a nonprofit entity organized to promote the interests of the physically or mentally disabled. All MBE's must be certified by the State of Maryland or the State of Maryland's Department of Transportation with applicable certification numbers provided for each MBE firm applicable on this project by the Contractor.

(3) Ownership:

- (a) For a sole proprietorship to be deemed an MBE, the sole proprietor must be a minority person. For a partnership to be deemed an MBE at least 51 percent (51%) of the partnership's assets or interests must be owned by a minority person or persons. For a corporation to be deemed an MBE, legal and equitable ownership of at least 51 percent (51%) of each class of stock, bonds, and other securities issued by the corporation must be owned by a minority person or persons.
- (b) For purposes of this definition, any interest held by a minority person subject to an option in that interest held by a non-minority person or business entity affecting the incidents of ownership, operation and control shall not qualify as being an interest held by a minority person.
- (4) Control -- Control means that the primary power, direct, or indirect, to influence the management of an MBE shall rest with minority persons. In addition, this term shall be construed to mean that the business enterprise is not subject to any formal or informal restrictions which would limit the customary discretion of the minority proprietor, partners, or the stockholders, as the case may be. In addition, the term "control" shall be construed to mean that there are no restrictions through bylaw provisions, partnership agreements, or charter requirements for cumulative voting rights, or otherwise, which would prevent the minority proprietor, partners, or stockholders, without the cooperation or vote of any non-minority co-owner, partner, or stockholders, from abrogating a business decision of the enterprise which otherwise favors the minority proprietor's, partner's, or stockholder's share of said enterprise.

C. Contractor Responsibilities:

- (1) The Contractor must submit the Minority Business Enterprise Certification Attachment A with its technical proposal/offer and Schedule for Participation by Minority Business Enterprises Contractors/Suppliers and MBE Statements of Intent within ten (10) working days after the contract form is sent to the Contractor for execution.

- (2) The Contractor must assure that MBEs shall have the maximum practical opportunity to compete for subcontractor work under the Contract.
- (3) The Contractor must enter into an agreement or award subcontracts or procure supplies and services with MBEs, or take other appropriate action, to achieve the result that a minimum of 25 percent (25%) of the total dollar value of the Contract is performed by MBEs.
- (4) The Contractor must submit an MBE subcontractor project participation statement signed by both the bidder or offeror and each MBE listed in the schedule of participation which shall include the following:
 - (a) A statement of intent to enter into a contract between the prime contractor and each subcontractor or supplier if a contract is executed between the procurement agency and the prime contractor, or if the prime contract has been awarded, copies of the subcontractor agreement or agreements; and,
 - (b) The amount and type of bonds required of MBE subcontractors or suppliers, if any.
- (5) If the Contractor will be unable to enter into an agreement or subcontract with, or procure supplies and materials from MBEs as required by paragraph 3, above, the Contractor must submit with his Procurement Response a Request for Exception to the 25 percent (25%) requirement, using the Exception Form requested from the University.
- (6) The Request for Exception will be reviewed by the University's Buyer and decided by the Director of Procurement & Supply.
- (7) The Contractor shall cooperate with the University in any reviews of the Contractor's procedures and practices with respect to minority business enterprises which the University may from time to time conduct.

D. Records and Reports:

- (1) The Contractor shall maintain such records as are necessary to confirm compliance with its MBE utilization obligations. These records shall indicate the identity of minority and non-minority subcontractors employed on the Contract, the type of work performed by each, and the actual dollar value of work, services, and/or supplies and materials secured by the Contractor from each MBE subcontract and/or supplier.
- (2) The Contractor shall submit information with its monthly cost breakdown for progress payments which indicates dollar value of Contracts awarded to minority business enterprises as a supplement to the Cost Breakdown for Progress Payments. Failure of the Contractor to submit the required supplementary MBE participation information may result in delays in processing progress payments.
- (3) All records concerning MBE participation must be retained by the Contractor for a period of three (3) years after final completion of the Contract, or termination of the Contract, whichever is later, and will be available for inspection by the University.

E. Enforcement:

- (1) The University is responsible for conducting inspections to confirm compliance with the terms of this Section. If the University determines that the Contractor is not in compliance with this Section, the University will notify the Contractor of those measures which cure default. If the Contractor or subcontractor fails to take corrective action, the University may report the noncompliance to the Board of Public Works for appropriate action.
- (2) If the documentary material submitted by the Contractor to determine MBE status contains false, misleading information, or other misrepresentations, the matter will be referred to the Attorney General of the State for appropriate action.

F. Contractor Assistance -- Contractors requiring assistance in locating minority business enterprises are encouraged to contact the following offices:

Director of Facilities Management
University of Maryland at Baltimore
Administration Building

220 Arch Street
Baltimore, Maryland 21201
(410) 706-7222

Director of Procurement and Supply
University of Maryland at Baltimore
220 Arch Street
Baltimore, Maryland 21201
(410) 706-7094
Contract Compliance Officer

Maryland State Department of General Services
301 West Preston Street - Room 1307
Baltimore, Maryland 21201
(410) 383-7726

Minority Business Officer
Maryland State Department of Transportation
P. O. Box 8755 10 Elm Road
BWI Airport, Maryland 21240-0755
Div. of Fair Practice & Equal Opportunity
(410) 859-7328
Charles Cheek

9.06 PREVAILING WAGE RATES:

- A. All Contracts in the base bid amount of \$500,000 or more shall be subject to the provisions of Art. 21, Section 8-501, et seq., Annotated Code of Maryland. Where an original Contract is in an amount less than \$500,000, the terms of Article 21, Section 8-501, shall not apply even where subsequent change orders shall increase the total Contract in excess of \$500,000. Wage rates applicable to projects of \$500,000 or more are bound into the specifications under Section entitled "Prevailing Wage Rates."
- B. The Contractor shall submit two (2) complete copies of his payroll records and the payroll records of each of his subcontractors - one (1) copy to the University's Office of Facilities Management and the second to the Commissioner of Labor and Industry, 203 East Baltimore Street, Baltimore, Maryland 21201, where they will be available for inspection during regular business hours. These payroll records must be submitted within two weeks after each payroll period, and shall contain the following employee information: Name, address, and social security number, work classification, hours straight time and overtime worked each day, total hours

worked, rate of pay, and gross amount earned. The Contractor shall be responsible for the submission of all subcontractors' payroll records covering work performed directly at the work site. Each copy of the payroll records shall be accompanied by a statement signed by the Contractor or the subcontractor, as the case may be, indicating that the payroll records are correct, that he wage rates contained therein are not less than those established by the Commissioner as set forth in the Contract, etc. or apprentice conforms with the work he performed, and that the Contractor or the subcontractor, as in the case may be, has complied with the provisions of this section.

- C. If the Contractor is delinquent in submitting his or any of his subcontractor's payroll records, processing of partial payment estimates may be held in obedience pending receipt of the payroll records. In addition, if the Contractor is delinquent in submitting his or any subcontractor's payroll records, the Contractor shall be liable to the contracting public body for liquidated damages. The liquidated damages shall constitute the sum of ten dollars (\$10.00) for each calendar day that the payroll records are late.

9.07 CONSTRUCTION SAFETY AND HEALTH STANDARDS:

It is a condition of this Contract and shall be made a condition of each subcontract entered into pursuant to this Contract, that the Contractor and any subcontractor shall not require any laborer or mechanical employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards, laws and regulations of the locality in which the work is done, the State, and the Federal government.

END OF SECTION 9

END OF UMAB STANDARD GENERAL CONDITIONS FOR CONSTRUCTION

SECTION 00800

**VIII. AMENDMENTS TO UMAB GENERAL CONDITIONS
OF CONSTRUCTION CONTRACTS
DATED 8/30/04**

SECTION 00800

AMENDMENTS TO
UMAB STANDARD GENERAL CONDITIONS FOR CONSTRUCTION
DATED 8/30/04

GENERAL: This procurement is governed by the USM Procurement Policies and Procedures dated 6/00.

#6.09 Payment of Subcontractors: ADD the following paragraph:

(C) Prompt **Payment of Subcontractors**: This contract is subject to the provisions of COMAR 21.10.08. The contractor shall promptly pay a subcontractor any undisputed amount to which the subcontractor is entitled for work under a State procurement contract for construction within 10 days of receiving a progress or final payment from the State. In the event the contractor fails to pay promptly, subcontractors may request remedy in accordance with COMAR 21.10.08. In each subcontract under this contract, the contractor shall include a clause that contains substantially the same provisions as this clause.

#6.10 Relationship of Contractor to Public Official and Employee, Paragraph E, Conflict of Interest: DELETE this paragraph and REPLACE it with:

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

#8.04 Certificates of Payment: ADD the following summary of how retainage will be handled:

Amount of Retainage: Retainage cannot exceed 5% of the contract amount.

Parameters of retainage:

- In addition to retainage, a primary procurement unit may withhold from payments otherwise due a contract an amount that the unit reasonably believes is necessary to protect the State's interest.
- A contractor may not retain from a payment due a subcontractor a percentage of the payment greater than the percent for retainage retained by the primary procurement unit.

- A subcontractor may not retain from a payment due a lower-tier subcontractor a percentage of the payment greater than the percent for retainage retained by the primary procurement unit.
- A contractor and a subcontractor are not, however, prohibited from withholding an amount in addition to retainage if the contractor or subcontractor determines that a subcontractor's performance provides reasonable grounds for withholding the additional amount.

Escrow Account:

- A contractor may elect to have retainage placed in an escrow account.
- An escrow agreement would be applicable signed by the contractor, the escrow agent and, if applicable, the surety.
- The escrow agent shall be selected from among the banks approved by the State Treasurer's office.
- The contractor is liable to the escrow agent for the payment of fees and charges associated with the escrow account.
- Retained funds may only be released as directed by the Procurement Agency.
- At the time of final payment, the procurement agency shall direct the escrow agent to settle the escrow account by paying funds as directed.
- Until payment is made, escrow accounts are State funds and are not subject to any liens.

#8.12 – PAYMENT OF STATE OBLIGATIONS: Add to this section the following paragraph:

Electronic funds transfer will be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

#9.05 - MINORITY BUSINESS ENTERPRISE UTILIZATION:

A: The MBE requirement for this project is twenty-five percent (25%). Refer to Schedule MBE attached to this Section 00800 for further information regarding the MBE requirements.

F: Contractor Assistance: -- Contractors requiring assistance in locating minority business enterprises are encouraged to contact the following offices:

Assistant Vice-President
Offices of Facilities Management
Saratoga Garage and Offices
220 Arch Street
Baltimore, MD 21201-1531
410-706-7222

Director, Facilities and Specialty Contracting
Department of Procurement Services
Saratoga Street Garage and Offices
220 Arch Street,
Office Level 2
Baltimore, MD 21201- 1531
410-706-7197

Maryland State Department of General Services
301 West Preston Street - Room 1307
Baltimore, Maryland 21201
(410) 767-7726

Minority Business Officer
Maryland State Department of Transportation
P. O. Box 8755, 10 Elm Road
BWI Airport, Maryland 21240-0755
Div. of Fair Practice & Equal Opportunity
(410) 859-7328
Robert Keeley

#9.06 – PREVAILING WAGE RATES: REVISE address for submittal of certified payroll records in item B. of this paragraph to be Commissioner of Labor and Industry, 1100 N. Eutaw Street, Room 607, Baltimore, MD 21201.

END OF AMENDMENTS TO UMB GENERAL CONDITIONS DATED 8/30/04

Schedule MBE
Minority Business Enterprise Subcontract Participation
Terms and Conditions

- A. Minority Business Enterprises (MBE) are encouraged to respond to this solicitation.
- B. An MBE subcontract participation requirement of 25% percent of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the vendor, including a joint venture, agrees that this dollar amount of the contract will be performed by certified MBEs.

Each response to this solicitation shall be accompanied by a completed MBE Utilization Affidavit (Exhibit I) per the attached.

- C. Vendors shall:
 - 1. Identify specific work categories within the scope of the procurement appropriate for subcontracting:
 - 2. Solicit certified MBEs in writing at least 10 days before the due date of this solicitation. Vendor's solicitation shall describe the identified work categories and provide instructions on how to quote on the subcontracts:
 - 3. Attempt to make personal contact with the certified MBEs solicited and document these attempts:
 - 4. Assist certified MBEs to fulfill, or to seek waiver of bonding requirements.
- D. The Web address for the electronic version of the MBE Directory is <http://www.mdot.state.md.us/mbe/directory.html> . This is provided for purposes of assisting vendors in soliciting subcontract quotations, bids or offers from certified MBEs.
- E. The apparent successful vendor shall provide the following information within 10 working days from the notification that the vendor is the apparent successful vendor or from the date of award, whichever is earlier. If the contract has been awarded and the information is not furnished within this time frame, the award is voidable:
 - 1. A completed Schedule of Participation (Exhibit II).
 - 2. A statement of intent to contract with the subcontractor(s) and the amount and types of bonds required of the subcontractor(s). (Exhibit III)
 - 3. A list from the prime contractor of MBE subcontractors solicited, outreach efforts, and prices received from both MBE and non-MBE subcontractors.

Schedule MBE, continued

4. An affidavit stating that MBE subs were not given less than the same information and time as non-MBE subs and otherwise did not place MBEs at a competitive disadvantage.
 5. Any other documentation as may be determined by the procurement officer to be appropriate relative to this MBE subcontract participation requirement.
- F. The UMB Department of Procurement Services may, upon completion of a contract, and before final payment or release of retainage or both, require that a prime contractor on any contract having an MBE subcontract goal, submit a final report, in affidavit form and under penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

SECTION 00830

PREVAILING WAGE RATES

Prevailing Wage Rates will be issued to the successful General Contractor(s) prior to the commencement of trade bidding activity.

APPENDIX A
Technical Offer Forms

The following forms must be included within the Technical Offer. However, please refer to Section 00300 for further required contents of the Technical Offer. Completion of these forms is not the entire Bid.

Bid/Proposal Affidavit
Acknowledgement of Receipt of Addenda
MBE Schedule-AttachmentA
Key Personnel Form with attachment
Utility Contractor Experience Form
Project Specific Form
Current Workload Form
Company Profile Form
Annual Sales / Volume Form

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT: I am the _____ (title) and the duly authorized representative of _____ (business) and that I possess the legal authority to make this Affidavit on behalf of myself and the Business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONDITIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101 (f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business) (use attachments as necessary):

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, partners, or performing contracts with public bodies, has:

- (a) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (b) Been convicted of any criminal violation of a state or federal antitrust statute;
- (c) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. 1961, et seq., or the Mail Fraud Act, 18 U.S.C. 1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;
- (d) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (e) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;
- (f) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (g) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment) (use attachments as necessary):

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Article 33, Sections 14-101 through 14-104 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall, file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the

agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

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

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

- (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
- (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
- (c) Prohibit its employees from working under the influence of drugs or alcohol;
- (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
- (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
- (f) Establish drug and alcohol abuse awareness program to inform its employees

about:

- (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by J (2) (b), above;
 - (h) Notify its employees in the statement required by J (2) (b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than five (5) days after a conviction;
 - (i) Notify the procurement officer within ten (10) days after receiving notice under J (2) (h) (ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under J (2) (h) (ii), above, or otherwise receiving actual notice of conviction, impose either of the following sanctions or remedial measures on an employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide or alcohol abuse assistance or rehabilitation program; and
 - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of J (2) (a) - (j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in J (4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

- (1) Except as validly contested, the business had paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final payment under any contract relating to this bid/proposal affidavit.
- (2) The business named above is a _____ sole proprietorship, _____ partnership, or _____ corporation formed under the laws of the State of _____. [For entities not formed under the laws of Maryland,] I further affirm that the business named above is registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is

in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its current resident agent is filed with the State Department of Assessments and Taxation as:

Name: _____

Address: _____

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the contract.

M. ACKNOWLEDGMENT

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

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

Date: _____

EIN or SS#: _____

By: _____

Solicitation#: _____

(Authorized Representative and Affiant)

RFP NO.: 04-566BS

TECHNICAL OFFER DUE DATE: Thursday, June 19, 2008 at 2:00 p.m.

RFP FOR: FIRE ALARM MONITORING AND CONTROL SERVICES FOR THE CENTRAL
FIRE ALARM & MASS NOTIFICATION SYSTEM AT UMB

NAME OF RESPONDENT: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned, hereby acknowledges the receipt of the following addenda:

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

As stated in the bid documents, this form is included in our Technical Offer.

Signature _____

Printed Name _____

Title _____

Date _____

Attachment A

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This document must be included with the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. 04-566BS, which includes Schedule MBE, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 25 percent and, if specified in the solicitation, sub goals of ___ percent for MBEs classified as African American-owned and ___ percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve MBE participation of _____ percent and request a waiver of the remainder of the goal. Within 10 business days of receiving notice that our firm is the apparent low bidder or the apparent awardee (competitive sealed proposal), I will submit a written waiver request that complies with COMAR 21.11.03.11. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.

2. I have identified the specific commitment of certified MBEs by completing and submitting an MBE Participation Schedule (Attachment B) with the bid or proposal.
3. I understand that if I am notified that I am the apparent awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment C)
 - (b) Subcontractor Project Participation Statement (Attachment D)
 - (c) MBE Waiver Request per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

I acknowledge that if I fail to return each completed document within the required time, the Procurement Officer shall determine that I am non responsive and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

4. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information and belief.

Bidder/Offeror Name

Address

Signature of Affiant

Printed Name, Title

Date

**FIRE ALARM MONITORING AND CONTROL SERVICES FOR THE CENTRAL
FIRE ALARM & MASS NOTIFICATION SYSTEM AT UMB
RFP #04-566BS
KEY PERSONNEL FORM**

1. **PERSON'S NAME:** _____

2. **POSITION TO BE ASSIGNED:** ___ ACCOUNT EXECUTIVE
 ___ PROJECT MANAGER/ENGINEER
 ___ FIELD SUPERINTENDENT

3. **PERCENT OF TIME TO BE DEDICATED TO UMB'S PROJECT:** ___%
 (Based on a 40 hour work week; i.e. 20 hours per week is considered to be 50% time commitment.)

4. **OTHER PROJECTS TO WHICH THIS PERSON WILL BE ASSIGNED DURING THE SAME TIME PERIOD AS THE UMB PROJECT SCHEDULE:**

PROJECT NAME & GEOGRAPHIC LOCATION:	ROLE:	% TIME
_____	_____	___%
_____	_____	___%
_____	_____	___%

5. **EDUCATIONAL BACKGROUND:**

Institution	Degree/Diploma/ Certificates	Major (if any)& Date Received
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. **EMPLOYMENT HISTORY*:** (*NOTE: If a person has more than three (3) employers in his/her employment history, please provide complete employment history via supplemental page(s) attached to this form.)

6.1 CURRENT EMPLOYER'S NAME: _____

DATES OF EMPLOYMENT: _____

POSITION HELD

DURATION BY DATE

NOTE: If a Bidder finds the space provided on this form to be insufficient, he can attach additional pages to this form as he finds appropriate and just indicate on this form to see attached pages.

6.2 PRIOR EMPLOYER'S NAME: _____

DATES OF EMPLOYMENT: _____

POSITION HELD

DURATION BY DATE

6.3 PRIOR EMPLOYER'S NAME: _____

DATES OF EMPLOYMENT: _____

POSITION HELD

DURATION BY DATE

7. **PROJECT REFERENCES:** (Note: It is preferable that these references be from the project experience provided as an attachment to this Key Personnel Form; if this is the case, you need only indicate "see attached" under the Description of Contract/Project Done item. As indicated in the bid document, such references are to be **project references not employment references**; that is, the University is interested in speaking to a Project Owner regarding the person's performance on a particular project.)

7.1 CONTACT PERSON: _____ TELEPHONE #: _____

COMPANY NAME: _____

DESCRIPTION OF CONTRACT/PROJECT DONE: _____

7.2 CONTACT PERSON: _____ TELEPHONE #: _____
COMPANY NAME: _____
DESCRIPTION OF CONTRACT/PROJECT DONE: _____

7.3 CONTACT PERSON: _____ TELEPHONE #: _____
COMPANY NAME: _____
DESCRIPTION OF CONTRACT/PROJECT DONE: _____

8. **ACHIEVEMENTS/OTHER NOTATIONS (NOT REQUIRED)**

9. **SIMILAR PROJECT/CONTRACT EXPERIENCE: (COMPLETE THE ATTACHED CHART - ATTACHMENT A TO KEY PERSONNEL FORM for each of the submitted key people; that is, the Account Executive, Project Manager/Engineer and Field Superintendent. Please note: A **minimum of THREE (3) projects** are to be listed **for each key person.**)**

NOTE: If a Proposer finds the space provided to be insufficient, he can attach additional pages to this form as he finds appropriate and just indicate on this form to see attached pages.

KEY PERSONNEL FORM - ATTACHMENT A
CAMPUS WIDE FIRE ALARM MONITORING & MASS NOTIFICATION PROJECT, RFP#04-566BS
SIMILAR PROJECT/CONTRACT EXPERIENCE

PERSON'S NAME: _____ PROPOSING FIRM: _____

ROLE TO BE ASSIGNED: PROJECT MANAGER FIELD SUPERINTENDENT

<u>PROJECT NAME/LOCATION</u>	<u>PROJECT DESCRIPTION</u> Type of Project – campus-wide fire alarm monitoring and control installation w/Mass Notification	<u>PERSON'S ROLE</u> Account Exec Proj. Mgr. Field Sup. etc.	<u>\$ AMOUNT OF PROJECT</u> Note amount of utility contract if part of a larger bldg project	<u>START AND COMPLETION DATES</u> (MM/YY-MM/YY)	<u>OWNER CONTACT/ TELEPHONE # **</u> Note: If hired by GC, please give GC info.

NOTE: A minimum of three (3) projects are to be listed for each key person as requested in the documents.

**CAMPUS WIDE FIRE ALARM MONITORING & MASS NOTIFICATION SYSTEM AT UMB RFP#04-566BS
CONTRACTOR EXPERIENCE FORM**

NOTE: A TOTAL OF THREE (3) PROJECTS MUST BE SUBMITTED; COMPLETE A SEPARATE FORM FOR EACH PROJECT; IN ORDER TO BE CONSIDERED A PROJECT MUST (i) 3 of 3 must be completed by the proposing firm within the last five (5) years ; (ii) 1 OF 3 must be \$200K or greater w/5 buildings and a head-end monitoring station; (iii) 1 OF 3 must be \$100K or greater; (iv) 1 of 3 must be \$50K of greater and (v) 1 of 3 must be a campus-wide fire alarm monitoring and control installation; higher consideration if Mass Notification

PROPOSER: _____

PROJECT OWNER'S NAME: _____

PROJECT NAME: _____

ADDRESS: _____

START DATE: _____

CONTACT PERSON: _____

COMPLETION DATE: _____

TELEPHONE NUMBER: _____

(Must be completed in last five (5) years by the proposing firm)

PROPOSER'S ACCOUNT EXECUTIVE: _____

CONTRACT METHOD: GC CM D/B

PROPOSER'S PROJECT MANAGER: _____

CONTRACTOR'S CONSTRUCTION CONTRACT AMOUNT*:

PROPOSER'S FIELD SUPERINTENDENT: _____

\$ _____ *

(*NOTE: 1 OF 3 MUST BE IN EXCESS OF \$200,000, 1 OF 3 IN EXCESS OF \$100,000
1 OF 3 IN EXCESS OF \$50,000)

CAMPUS SETTING: FULLY OCCUPIED
 UNOCCUPIED
 PARTIALLY OCCUPIED
(Hrs of operation _____)

COMPONENTS INCLUDED: (check all that apply)

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Mass Notification System | <input type="checkbox"/> Five (5) or more buildings | <input type="checkbox"/> Design | <input type="checkbox"/> Programming |
| <input type="checkbox"/> Voice-activation and distributed architecture | <input type="checkbox"/> Fire alarm replacement | <input type="checkbox"/> Installation | <input type="checkbox"/> Fiber-optic backbone |
| <input type="checkbox"/> Head-end equipment | <input type="checkbox"/> Construction | <input type="checkbox"/> Start-up for replacement or installation | |

EXPERIENCE FORM

CAMPUS WIDE FIRE ALARM MONITORING & MASS NOTIFICATION SYSTEM AT UMB RFP#04-566BS

BRIEF, BUT DETAILED, DESCRIPTION OF THE PROJECT
INCLUSIVE OF (i) TYPE OF PROJECT INCLUDING AMOUNT
(ii) SETTING (site),
(iii)PROJECT SCHEDULE:

SIMILARITIES OF YOUR PROJECT TO THE UMB
FIRE ALARM AND MASS NOTIFICATION PROJECT:

BELOW LIST ALL PROPOSED TEAM MEMBERS WHO WORKED ON THIS JOB BY NAME AND POSITION:

NAME ACCOUNT EXECUTIVE/PM/FIELD SUPERINTENDENT/

POSITION HELD ON PROJECTS

SUB CONTRACTORS

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

BELOW LIST ALL PROPOSED SUBCONTRACTORS FOR THE UMB PROJECT:

**PROJECT SPECIFIC FORM
CAMPUS WIDE FIRE ALARM MONITORING & MASS NOTIFICATION SYSTEM AT UMB
RFP#04-566BS**

In response to this RFP, proposers are to provide with the proposal the following:

1. Summarize your firm's specific expertise and experience in performing Projects where there were similar circumstances (i.e., new fire alarm installation, fire alarm renovation, mass notification system, campus-wide), to the University's project. **Projects cited should differ from those listed under Firm Experience (00300/#2). As well, the parameters of 00300, Item 2.1 do not apply to this summary.**

2. Identify one aspect that your firm finds to be the most challenging for the UMB Central Fire Alarm Project. Discuss what recommendation(s) your firm has for handling this challenge.

3. Comment on the feasibility of completing the project within the identified ten (10) month timeframe. Identify any extraordinary measures such as work acceleration, dual work shifts, weather conditions, extended hours or longer work weeks necessary to achieve the work within the required schedule.

Note: Please use a separate sheet to submit your answers if necessary space is needed

CAMPUS WIDE FIRE ALARM MONITORING & MASS NOTIFICATION SYSTEM AT UMB RFP#04-566BS
CURRENT WORKLOAD

PROPOSING FIRM: _____

Below find a list of the current projects on which the firm is committed, the dollar volume of each, % complete, the date of anticipated completion and whether bonds are applicable.

PROJECT NAME	DOLLAR VOLUME	% COMPLETE	ANTICIPATED COMPLETION DATE (MONTH/YEAR)	BONDED? YES/NO	ASSIGNED PROJECT MANAGER	ASSIGNED FIELD SUPERINTENDENT
_____	\$ _____	_____ %	_____	_____	_____	_____
_____	\$ _____	_____ %	_____	_____	_____	_____
_____	\$ _____	_____ %	_____	_____	_____	_____
_____	\$ _____	_____ %	_____	_____	_____	_____
_____	\$ _____	_____ %	_____	_____	_____	_____
_____	\$ _____	_____ %	_____	_____	_____	_____
_____	\$ _____	_____ %	_____	_____	_____	_____
_____	\$ _____	_____ %	_____	_____	_____	_____
_____	\$ _____	_____ %	_____	_____	_____	_____
_____	\$ _____	_____ %	_____	_____	_____	_____
_____	\$ _____	_____ %	_____	_____	_____	_____

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

COMPANY PROFILE

RFP#04-566 BS

COMPANY NAME: _____

ADDRESS OF PARENT COMPANY: _____

DATE OF INCORPORATION: _____ **STATE OF INCORPORATION:** _____

TYPE OF ORGANIZATION (I.E., CORPORATION, PARTNERSHIP, INDIVIDUAL, JOINT VENTURE): _____

NUMBER OF GEOGRAPHIC LOCATIONS: _____

LOCATION OF ALL GEOGRAPHIC OFFICES (if applicable) AND THEIR FUNCTION

LOCATION:	FUNCTION:
_____	_____
_____	_____
_____	_____
_____	_____

LOCATION OF BRANCH OFFICE WHICH WILL SERVICE UMB, BALTIMORE:

TYPE OF SERVICES WHICH WILL BE PROVIDED BY BRANCH OFFICE WHICH WILL SERVICE UMB:

TYPE OF SERVICES WHICH WILL BE PROVIDED BY PARENT COMPANY TO UMB:

TYPE OF SUPPORT SERVICES PROVIDED BY PARENT OFFICE TO THE BRANCH OFFICE WHICH WILL SERVICE UMB:

COMPANY PROFILE , continued PAGE 2 OF 2

OF YEARS IN BUSINESS _____ # OF YEARS IN BUSINESS _____
(PARENT OFFICE) (BRANCH OFFICE)

OF YEARS IN BUSINESS UNDER PRESENT NAME: _____

OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:

NAME OF PRINCIPAL(S) AND TITLE(S):

BRIEF HISTORY OF COMPANY: _____

TOTAL COMPANY/ OFFICE WHICH WILL SERVICE UMB:

	<u>Total Company</u>	<u>Office Servicing UMB</u>
NUMBER OF EMPLOYEES:	_____	_____
NUMBER OF PROJECT MANAGERS:	_____	_____
NUMBER OF FIELD SUPERINTENDENTS:	_____	_____
NUMBER OF MECHANICS:	_____	_____
OTHER PERSONNEL:	_____	_____

**ANNUAL SALES VOLUME/NUMBER OF PROJECTS
CAMPUS-WIDE FIRE ALARM MONITORING & MASS NOTIFICATION SYSTEM AT
UMB
RFP #04-566BS**

PROPOSING FIRM: _____

YEAR	SALES VOLUME-\$	#OF UTILITY PROJECTS COMPLETED	LARGEST PROJECT SIZE
<u>2005</u>	\$ _____	# _____	\$ _____
<u>2006</u>	\$ _____	# _____	\$ _____
<u>2007</u>	\$ _____	# _____	\$ _____

The above figures should be for the **local** company, which will service the University.

APPENDIX B
Contract Documents

NOTE: These are provided for information. ONLY the successful Contractor will be required to complete these forms.

Contract
Contract Affidavit

Performance Bond (if price is \$100,000.00 or more)
Payment Bond (if price is \$100,000.00 or more)

STANDARD FORM OF CONTRACT
CONTRACT # C _____

This Standard Form of Contract (SFC) is made this ____ day of
____, 200__, by and between the University of Maryland, Baltimore ("University")
and _____, Maryland _____, FID # _____ ("Contractor").

WITNESSETH:

1. The University has issued a procurement solicitation in connection with a certain project known as RFP#04-566 BS, UMB Fire Alarm Monitoring and Control Services fro the Central Fire Alarm & Mass Notification System.

2. The Contractor has responded to that solicitation and has been awarded the contract for fire alarm monitoring and control services as required by the solicitation noted below:

Now therefore for good and valuable consideration the parties agree as follows

1. SCOPE OF WORK. Contractor agrees to provide and furnish the following in accordance with the Contract Documents.
2. COMPENSATION AND METHOD OF PAYMENT. Contractor shall be paid for services provided under this Contract per the attached schedule labeled "Exhibit A".
3. TERM OF THE CONTRACT. This Contract shall be beginning __/__/__ .
4. CONTRACT DOCUMENTS. The Contract between the parties consists of the following documents:

University's RFP #04-566 BS Document dated 5/23/2008;
Addendum #1 dated __/__/__;
Contractor's Technical Offer dated __/__/__; and,
Price Proposal dated __/__/__.

all of which are collectively referred to as the Contract Documents all of which are incorporated into this SFC as it is fully set forth.

(Signatures on following page)

CONTRACT #C_____

Page 2 of 2

IN WITNESS WHEREOF the parties hereto have executed this Contract the day and year first above written

Contractor

By: _____ (Seal)

Print Name: _____

Title: _____

University of Maryland, Baltimore

By: _____

Print Name: _____

Title: _____

(Witness)

(Witness)

BUDGETARY DATA:

Requisition No. _____

Fund: _____

Budget: _____

Revised 9/18/96

Approved for legal form and sufficiency on 9/25/96 by Rachel E. Zelkind, Assistant Attorney General

CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (__ domestic) (__ foreign) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its current resident agent is filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

City, State, Zip: _____

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

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

Date: _____ By: _____

Affiant) (Authorized Representative &

PERFORMANCE BOND

Principal Business Address of Principal
Surety Obligee STATE OF MARYLAND
a corporation of the State of ... By and through the following
and authorized to do business in the State of Maryland Administration ...
Penal Sum of Bond (express in words and figures) Date of Contract , 20.
Description of Contract Date Bond Executed , 20.
Contract Number:

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

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

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

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

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

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

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

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

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

<i>In Presence of Witness</i>	<i>Individual Principal</i>	
	<i>as to</i>	<i>(SEAL)</i>
<i>In Presence of Witness</i>	<i>Co-Partnership Principal</i>	
 <i>(Name of Co-Partnership)</i>	<i>(SEAL)</i>
	<i>as to By:</i>	<i>(SEAL)</i>
	<i>as to</i>	<i>(SEAL)</i>
	<i>as to</i>	<i>(SEAL)</i>
	<i>Corporate Principal</i>	
<i>Attest:</i> <i>(Name of Corporation)</i>	
..... <i>Corporate Secretary</i>	<i>By:</i> <i>President</i>	<i>AFFIX CORPORATE SEAL</i>

(Surety)

<i>Attest:</i>	<i>(SEAL) By:</i>	<i>AFFIX CORPORATE SEAL</i>
	<i>Title:</i>	
<i>Signature</i>		
<i>Bonding Agent's Name:</i> <i>(Business Address of Surety)</i>	
<i>Agent's Address</i>		

(Contractor shall fill in all blank spaces above this line) *Approved as to legal form and sufficiency*

this . day of .. 20

.....
Asst. Attorney General

PAYMENT BOND

<i>Principal</i>	<i>Business Address of Principal</i>
<i>Surety</i> <i>a corporation of the State of</i> <i>and authorized to do business in the State of Maryland</i>	<i>Obligee</i> <i>STATE OF MARYLAND</i> <i>By and through the following</i> <i>Administration</i>
<i>Penal Sum of Bond (express in words and figures)</i>	<i>Date of Contract</i> <i>, 20.</i>
<i>Description of Contract</i>	<i>Date Bond Executed</i> <i>20.</i>
<i>Contract Number:</i>	

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

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

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

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

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

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

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

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

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

In Presence of Witness

Individual Principal

as to

(SEAL)

In Presence of Witness

Co-Partnership Principal

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

(SEAL)

..... as to

By:

(SEAL)

. as to

(SEAL)

..... as to

(SEAL)

Corporate Principal

Attest:

.....
(Name of Corporation)

..... as to
Corporate Secretary

By:
President

AFFIX
CORPORATE
SEAL

(Surety)

Attest:

(SEAL)

By: .

AFFIX
CORPORATE
SEAL

Signature

Title: . . .

Bonding Agent's Name:

.....
(Business Address of Surety)

Agent's Address

(Contractor shall fill in all blank spaces above this line)

Approved as to legal form and sufficiency

this day of .

20

.....
Asst. Attorney General

APPENDIX C

ADDITIONAL INFORMATION

PRICE PROPOSAL FORM

Bid Bond Form (if price is \$100,000.00 or more)

RFP NO. 04-566 BS

PRICE PROPOSAL DUE: Monday, August 4, 2008 at 2:00 P.M.

PRICE PROPOSAL FOR: UMB Campus-wide Fire Alarm Monitoring and Mass Notification System

PAGE 1 of 4

NAME OF PROPOSER: _____

FID NUMBER: _____

PRICE PROPOSAL

DATE _____

Ms Billye Sanford
Procurement Services
University of Maryland, Baltimore
Room 02-100, 220 Arch Street
Baltimore, MD 21201

Dear Ms Sanford:

The undersigned, hereby submits a proposal to provide all labor, material, equipment, and supervision for the scope of work for the Fire Alarm Monitoring and Control Services for the Central Fire Alarm & Mass Notification System at UMB as forth in RFP #04-566BS dated May 23, 2008, and Addenda as follows:

Addendum No. ___ Dated _____

Addendum No. ___ Dated _____

Addendum No. ___ Dated _____

Having received clarification on all matters upon which any doubt arose, the undersigned proposers are to complete the work for the guaranteed pricing listed below. **PROPOSERS ARE NOT TO ALTER, ADD TO, OR DELETE ANYTHING FROM THIS PRICE PROPOSAL FORM.**

A. Base Contract Price - Fire Alarm Monitoring and Control Services for the Central Fire Alarm & Mass Notification System at UMB

\$ _____

_____ / _____ Dollars

(Words and Figures)

B. ALTERNATES: The University may select these alternates based on total funds available:

1. Alternate No. 1: Alternate for replacing the Fire Alarm System in the 100 North Greene Street

\$ _____

_____ / _____ Dollars

2. Alternate No. 2: Alternate for replacing the Fire Alarm System in the School of Social Work Building (aka "525 West Redwood Street")

\$ _____

_____ / _____ Dollars

RFP NO. 04-566 BS

PRICE PROPOSAL DUE: Monday, August 4, 2008 at 2:00 P.M.

PRICE PROPOSAL FOR: UMB Campus-wide Fire Alarm Monitoring and Mass Notification System

PAGE 2 of 4

3. Alternate No 3: Alternate for providing an extra workstation as identified on Sheet #1 of the Contract Drawings.

\$ _____

_____ / Dollars

Initials of Signer to Identify Page _____

RFP NO. 04-566BS
BID PRICE DUE: Thursday, November 2, 2006 at 2:00PM
BID FOR: CSU UTILITY INFRASTRUCTURE PROJECT

NAME OF PROPOSER: _____

The proposer shall state all contract pricing in dollars and cents, in both words and figures where indicated. If there is any question or difference between the written words and figures, the written words shall govern.

We understand that this Price Proposal can be rejected if it is not received with the necessary 5% Bid Bond. We further understand that the Price Proposal will remain in effect for a minimum of 120 days from the due date of the Bid Price.

We understand that the University reserves the right to award a contract (or contracts) for all items, or any parts thereof, as set forth in detail under the information furnished in the proposal documents.

We further understand that the people (Account Executive, Project Manager/Engineer and Field Superintendent) named within our Technical Offer will be those assigned to this project, if we are the successful proposer. The Field Superintendent will be on the jobsite 100% of the time.

All previously submitted forms with our Technical Offer, including the Technical Offer itself, Bid/Proposal Affidavit, Minority Business Enterprise Schedule, and Acknowledgement of Receipt of Addenda form remain in full force and effect.

As well, all terms and conditions as set forth in the proposal documents, including those of the 05/23/08 documents issued to solicit Technical Offers, all addenda since that issuance, our Technical Offer submitted in response to the original solicitation, and our Bid Price are a part of any resulting contract.

(Signatures should be placed on following signature page).

Initials of Signer to Identify Page_____

The proposer represents, and it is a condition precedent to acceptance of this proposal, that the proposer has not been a party to any agreement to submit a fixed or uniform price. Sign where applicable below.

A. INDIVIDUAL PRINCIPAL

In Presence of Witness: _____

FIRM NAME _____

ADDRESS _____

TELEPHONE NO. _____

SIGNED _____

PRINTED NAME _____

TITLE: _____

B. CO-PARTNERSHIP PRINCIPAL

(Name of Co - Partnership)
ADDRESS _____

In Presence of Witness:

TELEPHONE NO. _____

_____ as to

BY _____
(Partner)

Printed Name: _____

_____ as to

BY _____
(Partner)

Printed Name: _____

_____ as to

BY _____
(Partner)

Printed Name: _____

C. CORPORATE PRINCIPAL

(Name of Corporation)
ADDRESS _____

TELEPHONE NO. _____

Attest:

[Printed Name of Corporate (or Assistant Corporate) Secretary]

[Corporate (or Assistant Corporate) Secretary Signature for Identification]

BY: _____

Signature of Officer and Title

Printed Name

Title

BID BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, hereinafter called the Principal, and _____ a corporation duly organized under the laws of the state of _____ as Surety, hereinafter called the Surety, are held and firmly bound unto the State of Maryland, hereinafter called "State", for the sum of (\$ _____) for the payment of which sum, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for.

NOW, THEREFORE, if the Principal, upon acceptance by the State of its bid identified above, within the period specified herein for acceptance (one hundred and twenty (120) days, if no period is specified), shall execute such further contractual documents, if any, and give such bond (s) as may be required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the State for any cost of procuring the work which exceeds the amount of its bid, then the above obligation shall be void and of no effect.

The Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the State, notice of which extension(s) to the Survey being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than one hundred and twenty (120) calendar days in addition to the period originally allowed for acceptance of the bid.

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

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

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

.....as to (SEAL)

.....as to (SEAL)

Corporate Principal
Attest: (Name of Corporation)

..... AFFIX
By:CORPORATE
Corporate Secretary President SEAL

..... (Surety)
Attest: AFFIX
CORPORATE SEAL

Signature
Title:

Bonding Agent's Name:
..... (Business Address of Surety)

Agent's Address

Approved as to legal form and sufficiency

this20.....day of

Asst. Attorney General

APPENDIX D

UMB Campus Map @ www.umaryland.edu/map

APPENDIX E

UMB Shop Drawings/Submittal Flow Chart

UMB Shop Drawings/Submittal Review Process

