



UNIVERSITY OF
MARYLAND

UNIVERSITY OF MARYLAND, COLLEGE PARK
DEPARTMENT OF PROCUREMENT AND STRATEGIC SOURCING

REQUEST FOR PROPOSALS (RFP)
SOLICITATION NO. 63973-F

Issue Date: January 5, 2018

CONFUCIUS INSTITUTE
UNIVERSITY OF MARYLAND, COLLEGE PARK

Minority Business Enterprises Are Encouraged to Respond to this Solicitation.

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UNIVERSITY OF MARYLAND

ATTENTION ALL CONTRACTORS/SUBCONTRACTORS

HELP PREVENT FRAUD AND ABUSE IN THE MINORITY BUSINESS ENTERPRISE PROGRAM

REPORT KNOWN OR SUSPECTED VIOLATIONS TO:

UNIVERSITY OF MARYLAND AT COLLEGE PARK
DEPARTMENT OF PROCUREMENT & STRATEGIC SOURCING
COLLEGE PARK, MARYLAND

MBE HOTLINE 301-405-6055

Examples of MBE Fraud Include:

- ! MBE Acting As “Fronts” For Prime Contractors
- ! MBE’s Re-Contracting to Non-MBE Firms
- ! Prime Contractors Managing MBE’s Workforces
- ! Falsifying Documents
- ! Bribery
- ! Prime Contractors Naming MBE’s without permission or not using MBE’s named in their Participation Schedule without prior Procurement Office Authorization.

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**UNIVERSITY OF MARYLAND, COLLEGE PARK
DEPARTMENT OF PROCUREMENT AND STRATEGIC SOURCING
RFP KEY INFORMATION SUMMARY SHEET**

Request for Proposal: General Contractor (GC) Services:
Confucius Institute
for the University of Maryland, College Park

Solicitation Number: 63973-F

RFP Issue Date: January 5, 2018

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

Procurement Officer: Rex N. Fitch, CPCM
Phone: 301-405-5818 Fax: 301-314-3011
e-mail: RNFITCH@UMD.EDU

Project Management: University of Maryland College Park
Department of Planning & Construction

Proposals are to be sent to: Issuing Office

Pre-Proposal Conference: January 12, 2018; 11:00 A.M.
University of Maryland
Chesapeake Building
4300 Terrapin Trail, Conference Room 2113-U
College Park, MD 20742

Deadline for Questions: January 24, 2018 @ 3:00 P.M.

Proposal Due Date and Time: February 2, 2018 by 3:00 P.M.
University of Maryland College Park
Department of Procurement & Strategic Sourcing
2113-R Chesapeake Building
4300 Terrapin Trail
College Park, MD 20742-3111

Contract Type: Firm Fixed Price

Potential Contract Duration: 90 Calendar Days to Substantial Completion

SBR Designation: No

Federal Funding: No

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TABLE OF CONTENTS

PART I

RFP KEY INFORMATION SUMMARY SHEET

<u>SECTION 00100</u>	INSTRUCTIONS TO PROPOSERS
<u>SECTION 00100A</u>	MINORITY BUSINESS ENTERPRISE PARTICIPATION
<u>SECTION 00200</u>	INFORMATION AVAILABLE TO PROPOSERS
<u>SECTION 00300</u>	PROPOSALS AND EVALUATION

PART II GENERAL TERMS AND CONDITIONS OF THE CONTRACT

<u>PART III</u>	SAMPLE CONTRACT DOCUMENTS
	LONG FORM CONTRACT (Sample Copy)
	CONTRACT AFFIDAVIT (Sample Copy)
	MODIFICATION OF CONTRACT (Sample Copy)
	PERFORMANCE BOND (Sample Copy)
	PAYMENT BOND (Sample Copy)

PART IV SPECIFICATIONS AND GENERAL REQUIREMENTS

PART V PRICE PROPOSAL

PRICE PROPOSAL PACKAGE

	PROPOSAL FORM
ATTACHMENT A	PROPOSAL AFFIDAVIT
ATTACHMENT B	CONFLICT OF INTEREST INFORMATION/AFFIDAVIT AND DISCLOSURE
ATTACHMENT C	PROPOSAL BOND
ATTACHMENT D	SOCIAL RESPONSIBILITY AFFIDAVIT
ATTACHMENT E	CERTIFICATION REGARDING INVESTMENT ACTIVITIES IN IRAN

TECHNICAL FORMS PACKAGE

- GENERAL CONTRACTOR EXPERIENCE FORM
- KEY PERSONNEL FORMS
- PRELIMINARY APPROACH/PRELIMINARY SCHEDULE
- COMPANY PROFILE
- ANNUAL SALES VOLUME
- CURRENT WORKLOAD FORM
- ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENT - ATTACHMENT K

MBE FORMS (Rev 11/14)*

MBE ATTACHMENT 1A:	MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
MBE ATTACHMENT 1B:	MBE WAIVER GUIDANCE
MBE ATTACHMENT 1C:	GOOD FAITH WAIVER SUPPORT
MBE ATTACHMENT 2:	OUTREACH EFFORTS COMPLIANCE STATEMENT
MBE ATTACHMENT 3A:	MBE SUBCONTRACTOR PARTICIPATION CERTIFICATION
MBE ATTACHMENT 3B:	MBE PRIME PROJECT PARTICIPATION CERTIFICATION
MBE ATTACHMENT 4A:	PRIME CONTRACTOR MBE MONTHLY PAYMENT REPORT UMCP
MBE ATTACHMENT 5:	SUBCONTRACTOR MONTHLY PAYMENT UMCP

**NOTE: The above MBE forms may be downloaded from the University Procurement website.
<https://www.purchase.umd.edu/forms.html> under "Minority Business Enterprise (MBE):"*

Note: Construction Specification and Drawings are provided under separate cover.

SECTION 00100
INSTRUCTIONS TO PROPOSERS

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SECTION 00100**INSTRUCTIONS TO PROPOSERS****A. SUMMARY**

1. The University of Maryland College Park (herein referred to as the University) is soliciting proposals to renovate a residential house, referred to as the Adelphi Road Office Annex (Building 803) located at 8765 Adelphi Road, Hyattsville, Maryland 20783. The renovated house will serve as the location for the Model Confucius Institute. The Confucius Institute is a non-profit public educational organization affiliated with the Ministry of Education of the People's Republic of China, whose aim is to promote Chinese language and culture, support local Chinese teaching internationally, and facilitate cultural exchanges.
2. The successful contractor will furnish all labor, materials, equipment, supplies, supervision and other resources as required for the renovation. Adelphi Road Office Annex is an existing brick rancher style house estimated to have been constructed in the 1960's. It consists of a finished first floor, partially finished basement, breezeway and two-car garage.
3. The scope of work includes: 1) renovation of the house (approximately 1600 square foot footprint); 2) demolition of the existing breezeway and garage; 3) construction of a 1200 square foot addition (on grade) that will serve as the primary entrance and include a multipurpose room.

Note: The University has completed a waterproofing project for the basement and has completed an abatement project for the house. In addition, the University is in the process of awarding a contract to replace the existing septic field. The new septic field is not in the scope of work.

4. Contract awards which exceed \$1,000,000 are subject to approval by the State of Maryland, Board of Public Works.
5. All work performed under this contract shall be in accordance with the University of Maryland, College Park General Terms and Conditions of the Contract (PUR-046, 2/14, Rev.) as supplemented by the contract drawings, technical specifications, any amendments, supplementary conditions and, other components/sections of the contract documents as listed herein.
6. For detailed information on preparation and submittal of Proposals see Section 00300.

B. ISSUING OFFICE

1. The Issuing Office shall be the sole point of contact with the University for purpose of the preparation and submittal of the proposal in response to this RFP.
2. All questions and inquiries regarding this procurement are to be directed in writing to the Issuing Office.

C. PRE-PROPOSAL CONFERENCE & SITE VISIT:

1. A Pre-proposal conference will be held at the date, time and location specified in the RFP Key Information Sheet.
2. Attendance is strongly recommended.
3. A walk through of the site will be conducted immediately following the Pre-Proposal Conference. All proposers are strongly encouraged to visit the site prior to preparing any proposal in response to this RFP.

D. TECHNICAL AND PRICE PROPOSAL DUE DATE AND TIME

1. The Technical and Price Proposals shall be prepared and submitted as specified in Section 00300 of this RFP. Technical and Price Proposals must arrive at the Issuing Office, by the date and time specified in the Solicitation Schedule in order to be considered. Proposers shall clearly mark both original copies as such.
2. Proposers shall allow sufficient mail delivery time to ensure timely receipt of proposals by the Issuing Office. Proposals or unsolicited amendments arriving after the due date and time will not be considered.

E. LATE PROPOSALS:

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

F. MODIFICATIONS AND WITHDRAWAL OF PROPOSALS

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

G. QUESTIONS AND INQUIRIES

1. Questions and inquiries shall be requested in writing from the Issuing Office by the deadline for questions identified on the key information summary sheet. Clarifications received after the due date may be answered at the Procurement Officer's discretion. 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. The Issuing Office is open from 8:00 a.m. to 5:00 p.m. weekdays.
3. Items affecting the scope of work or conditions of the contract shall be subject to the conditions of Amendments to this RFP.

H. TERMINOLOGY

All references in this Proposal Request to Contractor, Proposer, Architect, and other person or persons are made relative to the singular person, male gender (e.g. "he", "him", "his", etc.) These are intended only as generic terms relative to number and gender, and are employed solely to simplify text and to conform to commonly used construction specification 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 offeror to acquaint himself with the available information will not relieve him of responsibility for estimating properly the cost of successfully performing the work. The University shall not be responsible for any conclusions or interpretations made by the proposer of the information made available by the University.

J. PROPOSAL SECURITY

1. If the total proposal price is \$100,000 or more, each proposer shall furnish with its price proposal a proposal 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 base proposal plus alternate prices, and shall be in the form specified (see blank form included in Part V).
2. Certified checks, cash and other security set forth in USM Procurement Policies and Procedures, Appendix A, Paragraph G. - Bonds, are acceptable in lieu of proposal bonds, and shall be submitted with the Price Proposal and be subject to the same conditions as bonds.
3. 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, 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 is awarded also must furnish Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the contract price, including executed Change Orders, on the form provided. These Performance and Payment Bonds must be provided at the time of the signing of the contract, and prior to the start of any work.
5. Evaluation of a proposal takes a considerable length of time. Maryland law does not permit any information regarding the evaluation to be released prior to the award.

K. RIGHT TO REJECT PROPOSALS AND WAIVE INFORMALITIES

The University reserves the right to cancel this RFP at any time before the date set for the receipt of proposals.

The University reserves the right to accept or reject any and all proposals in whole or in part, received as a result of this Request for Proposal when it is in the best interest of the University. For the same reason, the University reserves the right to waive any technicality or minor irregularity in a proposal. Further, the University reserves the right to make a whole award, multiple awards, a partial award, or no award at all.

L. DURATION OF PROPOSAL OFFER

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

M. LICENSES AND QUALIFICATIONS

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

N. CLARIFICATIONS AND AMENDMENT

1. Should a proposer find discrepancies in the proposal documents, or be in doubt as to the meaning or intent of any part thereof, he must, no later than seven (7) calendar days prior to the technical or price proposal due date, request clarification in writing from the Issuing Office. Failure to request

such clarification is a waiver of any claim by the proposer for expense made necessary by reason of later interpretation of the proposal documents by the University. Requests shall include the proposal number and title.

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

O. ECONOMY OF PREPARATION

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

P. CONFIDENTIALITY/PROPRIETARY INFORMATION (July 2016)

Proposers should give specific attention to the identification of those portions of technical proposals deemed to be confidential, proprietary information or trade secrets, and provide justification of why such materials, upon request, should not be disclosed by the University under the Public Information Act ("PIA"), codified in the General Provisions Article ("GP"), Title 4 of the Annotated Code of Maryland. Contractors must clearly indicate each and EVERY SECTION that is deemed to be confidential, proprietary, or a trade secret. It is not sufficient to preface the technical offer with a proprietary statement.

Q. FINANCIAL DISCLOSURE BY PERSONS DOING BUSINESS WITH THE STATE

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

R. ARREARAGES (January 2004)

By submitting a response to this solicitation, the proposers 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 during the term of the contract.

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

S. AFFIDAVITS

1. The Proposal Affidavit must be executed by each responding proposers and submitted with the price proposal.
2. Conflict of Interest Information/Affidavit and Disclosure must be executed by each responding proposers and submitted with the price proposal.
3. The Social Responsibility Affidavit must be executed by each responding proposers and submitted with the price proposal.
4. Certification Regarding Investment Activities in Iran must be executed by each responding proposers and submitted with the price proposal.

T. REGISTRATION AND TAX PAYMENT:

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

U. MULTIPLE/ALTERNATIVE PROPOSALS

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

V. INCURRED EXPENSES

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

W. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

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

X. PREVAILING WAGE RATES

1. N/A

Y. TIME OF COMPLETION AND LIQUIDATED DAMAGES

1. All work associated with this project must be completed and certified substantially complete as provided in the General Terms and Conditions of the Contract within ninety (90) calendar days after Notice to Proceed for Construction.

Z. DISCUSSIONS

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

AA. ELECTRONIC FUNDS TRANSFER (EFT) – (June 2010)

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

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

<http://compnet.comp.state.md.us/gad/>

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

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

BB. COMMERCIAL NONDISCRIMINATION CLAUSE.

1. "As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under State Finance and Procurement Article, Title 19, Annotated Code of Maryland. As part of this compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the company [Contractor] retaliate against any person for reporting instances of such discrimination. The company [Contractor] shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. The company [Contractor] understands that a material violation of this clause shall be considered a material breach of this

Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.”

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

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

CC. MINORITY BUSINESS ENTERPRISE (MBE) NOTICE

Minority business enterprises are encouraged to respond to this solicitation.

DD. E-MARYLAND MARKETPLACE

N/A

EE. RECIPROCAL PREFERENCE

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

END OF SECTION 00100

SECTION 00100A
MINORITY BUSINESS ENTERPRISE PARTICIPATION

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A. MINORITY BUSINESS ENTERPRISE PARTICIPATION (August 2017) :**3.1 MINORITY BUSINESS ENTERPRISE NOTICE**

3.1.1 Minority Business Enterprises are encouraged to respond to this solicitation.

3.2 PURPOSE

3.2.1 COMAR 21.11.03.01 provides that maximum contracting opportunities be extended to prime contractors and subcontractors who are certified minority business enterprises (MBE). Proposer shall structure its procedures for the performance of the work required in this contract to attempt to achieve the Minority Business Enterprise (MBE) goals stated in the solicitation.

3.2.2 By submitting a response to this solicitation, the proposer agrees to exercise all good faith efforts to carry out such requirements, and agrees to manage the Contract so that the MBE performance is in accordance with this contract, as authorized by Code of Maryland Regulations COMAR 21.11.03.

3.3 DEFINITION

A minority business enterprise is a firm that is certified as a minority business enterprise by the Maryland Department of Transportation. No other type or source of minority business enterprise certification is applicable or acceptable.

3.4 GOAL AND SUBGOALS

3.4.1 The minority business enterprise participation goal is **twenty-five percent (25%)** of the total amount of the Contract. This percentage includes the following subgoals:

- .1 A subgoal to allocate seven percent (7%) of the final amount of the Contract to certified MBEs classified as African American-Owned Business.
- .2 A subgoal to allocate four percent (4%) of the final amount of the Contract to certified MBEs classified as Asian American-Owned Business.

3.4.2 Notwithstanding the subgoals established in this section, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any of the various MBE classifications to meet the remainder of the minority business enterprise participation goal.

3.4.3 If the Contractor is a minority business enterprise, or a joint venture that includes minority business enterprise partners, the Contractor must meet the minority business enterprise sub goals with minority business enterprise subcontractors. MBEs performing work as the Prime Contractor may count the distinct, clearly defined portion of the work of the Contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent

(50%) of the MBE participation goal (overall), including up to one hundred percent (100%) of not more than one of the MBE participation sub goals, if any, established for the Contract.

- 3.4.4 If a minority business enterprise firm that is included in the proposed MBE Participation Schedule becomes unavailable or is determined to be ineligible at any time before Contract execution, the Contractor shall notify the procurement officer in writing immediately, describing the proposed change and the Contractor's efforts to substitute another minority business enterprise to perform the work. After the date of contract execution, any desired changes must have the prior written approval of the Agency Head, and the Procurement Officer must issue a formal contract modification authorizing the change.

3.5 SUBMISSION OF MBE PROGRAM DOCUMENTS

- 3.5.1 The proposer shall submit the documents listed below in this subsection with its proposals. If the proposer fails to submit required documents with its proposals, the procurement officer shall determine that the proposal is not reasonably susceptible of being selected for Contract award.

- 3.5.2 Documents to be submitted with the initial proposal:

- .1 With the Technical Proposal, submit Section 1-3 of MBE Attachment -1A: MBE Utilization and Fair Solicitation Affidavit; in which the proposer acknowledges the minority business enterprise participation goal, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process.
- .2 If pre-construction phase services include any MBE participants, submit a completed Section 4, MBE Participation Schedule (MBE Attachment -1A: MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule) with the Price Proposal to identify the commitment of each MBE subcontractor included in the Price Proposal. Indicate the percent and dollar amount of the proposer's total Contract amount that is committed to be performed by each MBE subcontractor.
- .3 Within 10 work days from notification that it is the selected proposer or from the date of actual Contract award, whichever is earlier, or as otherwise required in solicitation documents, the selected proposer shall submit the documents listed below in this subsection to the procurement officer. If the selected proposer fails to return each document within the required time, the procurement officer may reject the offer per COMAR 21.11.03.10 F. If the Contract has already been awarded, the award is voidable.
- .4 Outreach Efforts Compliance Statement (MBE-2)
- .5 MBE Subcontractor Project Participation Certification (MBE-3A), for each MBE subcontractor.
- .5 MBE Prime Project Participation Certification (MBE-3B), if applicable.

- .6 If the selected proposer believes a waiver for all or part of the minority business enterprise goal or of any sub goal is necessary, it must submit:
Waiver Guidance (MBE-1B) Waiver Guidance: Exhibit A MBE Subcontractor Unavailability Certificate;
a fully documented Good Faith Efforts Documentation to Support Waiver Request (MBE-1C) as applicable in compliance with COMAR 21.11.03.11;
- .7 Any other documentation required by the procurement officer to ascertain the proposer's responsibility in connection with the certified MBE participation goal.

3.6 CONTRACT ADMINISTRATION REQUIREMENTS

- 3.6.1 Per COMAR 21.11.03.13, the Contractor shall submit monthly to the MBE Liaison a Prime Contractor MBE Monthly Payment Report (MBE-4A), identifying unpaid invoices over 30 days old received from a minority business enterprise subcontractor and the reason payment has not been made. This shall include MBE subcontractors at all tiers.
- 3.6.2 The Contractor shall include in agreements with minority business enterprise subcontractors at any tier a requirement that such subcontractors, when actively working on the project, submit monthly to the MBE Liaison a MBE Subcontractor Monthly Payment Report (MBE-5), identifying the payments received from Contractor in the preceding 30 days, outstanding invoices, and each invoice amount. This report must be signed by the MBE subcontractor. The Contractor shall ensure that the MBE subcontractors submit this report.
- 3.6.3 The Contractor shall maintain the records necessary to confirm compliance with its MBE participation obligations. Such records must identify the minority business enterprise subcontractors and non-MBE subcontractors under the Contract, the type of work performed by each, and the dollar value of work performed. Subcontracts that document the work performed by minority business enterprise subcontractors and non- MBE subcontractors must be provided to the procurement officer when requested.
 - .1 The Contractor shall provide such documentation as is reasonably requested and provide right-of-entry at reasonable times for the State's representatives to verify compliance with the MBE participation obligations.
 - .2 At the option of the procurement officer, upon completion of the Contract and before final payment or release of retainage, the Contractor shall submit a final report in affidavit form and under penalty of perjury, of the payments made to, or withheld from minority business enterprise subcontractors.

3.7 LIQUIDATED DAMAGES FOR NON-COMPLIANCE

- 3.7.1 The Contractor shall make good faith efforts to comply with requirements of the Minority Business Enterprise Program and provisions of the Contract regarding

MBE participation. The State and the Contractor acknowledge and agree that the State will incur such damages as loss of goodwill, detrimental impact on economic development, diversion of internal staff resources, and other damages, if the Contractor does not make good faith efforts to comply. The State and the Contractor further agree that such damages are difficult to calculate precisely.

- 3.7.2 If the State determines that the Contractor has failed to make good faith efforts to comply with an MBE Program requirement or Contract provision, the Contractor shall pay liquidated damages at the rates set forth below. The University will notify the Contractor in writing of the reason for imposing liquidated damages and the amount owed, and may withhold payment to the Contractor to recoup the liquidated damages owed. The Contractor agrees that for each violation, the liquidated damages imposed are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.
- 3.7.3 If the Contractor does not submit a monthly payment report as required by COMAR 21.11.03.13B (3), liquidated damages are 25 dollars per day until the monthly report is submitted as required.
- 3.7.4 If the Contractor does not include in its subcontracts with MBE subcontractors a provision requiring submission of payment reports as required by COMAR 21.11.03.13B (4), liquidated damages are 100 dollars per MBE subcontractor.
- 3.7.5 If the Contractor does not comply with COMAR 21.11.03.12 and terminates, cancels, or reduces the scope of work or value of a contract with an MBE subcontractor or amends the MBE participation schedule, liquidated damages are the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.
- 3.7.6 If the Contractor does not meet the Contract's minority business enterprise participation goal and sub goal commitments, liquidated damages are the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the dollar value of MBE participation actually achieved.
- 3.7.7 Notwithstanding the use of liquidated damages, the State reserves the right to terminate the Contract and exercise all other rights and remedies provided in the Contract or by law.

3.8 CONTRACTOR ASSISTANCE

- 3.8.1 Contractors seeking assistance in locating certified firms or answers to questions about the requirements for minority business enterprise participation are encouraged to contact the MBE Liaison:

Ms. Yvette Williams, Business Diversity Coordinator
University of Maryland
Department of Procurement and Strategic Sourcing

2113R Chesapeake Building
College Park, Maryland 20742-3111
Telephone: 301-405-6055
Fax: 301-314-9565
E-Mail: ywillia3@umd.edu

- 3.8.2 Contractors who have questions concerning the minority business enterprise certification process, need assistance with searching the MBE directory, or have questions about specific MBE firms, may contact:

Maryland Department of Transportation
Minority Business Enterprise Program
7201 Corporate Center
Hanover, MD 21076
In State: 410-865-1269
Toll Free: 800-544-6056

- 3.8.3 Online assistance in locating minority business enterprise firms may be found in the Directory of Certified Firms published by the Maryland Department of Transportation and updated nightly at <http://mbe.mdot.state.md.us/directory/>.
- 3.8.4 General information regarding the minority business enterprise program is at <http://www.mdot.maryland.gov/>.

END OF SECTION 00100A

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SECTION 00200

INFORMATION AVAILABLE TO PROPOSERS

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SECTION 00200**INFORMATION AVAILABLE TO PROPOSERS****A. CONTRACT DOCUMENTS**

1. Contract Documents consisting of Sections 00100, 00200 and 00300, the Specifications and General Requirements (Refer to Part IV), the UMCP General Terms and Conditions of the Contract, (PUR-046, 2/14, Rev.), the contract documents (i.e., contract and bond forms, etc. found in Part V), the Loose Forms Package, and any Amendment that may be issued prior to the proposal due date, all of which describe the scope of work to be furnished, shall be furnished to all interested parties.
2. All of these materials will be included in the Contract that the University awards as a result of this Proposal, and will be among the Contract documents. The proposer, by submitting his proposal, agrees, if awarded the Contract, to be bound under the Contract to all the terms and conditions of the Contract Documents.

B. AVAILABLE RECORD DOCUMENTS

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

END OF SECTION 00200

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SECTION 00300

PROPOSALS & EVALUATION

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SECTION 00300**PROPOSAL & EVALUATION****A. TRANSMITTAL LETTER**

A transmittal letter prepared on the proposer's business stationery shall accompany the proposal. The purpose of this letter is to transmit the proposal, therefore, it should be brief, but shall confirm the proposer's intent to be bound by the proposal. The letter shall list all items contained within the proposal, contact email and phone number and be signed by an individual authorized to bind the firm to all statements contained therein.

B. SIGNING OF FORM

The technical and price proposals, shall be submitted together and be signed by the individual having such authority for the company.

C. PROCUREMENT METHOD / BASIS FOR AWARD

The University will follow a Competitive Sealed Proposals process. The evaluation procedure for this solicitation requires submittal of separate Technical and Price Proposals, although submitted at the same time. The basis for award will be to the lowest priced, technically acceptable proposer, following completion of the evaluation process described below.

D. TECHNICAL PROPOSAL SUBMITTAL

1. The technical proposal should be prepared in a clear and precise manner. All appropriate points of the solicitation must be addressed. The requirements for the technical proposal are listed in this section.
2. Submit one original and two (2) copies (total of 3) of each technical proposal. Technical proposals shall be bound. Sheet size shall be 8-1/2" X 11" or 11" X 17" maximum, folded. Supplemental information may be submitted as an appendix. Technical proposals shall be organized and tabbed according to the Technical Proposal Criteria listed below. The Technical Proposal and all required forms shall be completed in ink or typed; erasures and/or alterations shall be initialed in ink by the signer.
3. The technical proposal shall be submitted in a sealed envelope. The exterior packaging shall have the solicitation number (from the cover page of this Request for Proposal), the date and time the proposal is due, the title of the project, and the proposer's name, all prominently displayed, together with the words, "TECHNICAL PROPOSAL".
4. The following items shall be included in the technical proposal:
 - (a) Detailed responses to the technical criteria listed in this section.
 - (b) Submittal of all applicable forms provided in the attached Loose Forms Package.
 - (c) Copy of proposer's Contractor License.
 - (d) Attachment K – Acknowledgement of Receipt of Amendment

E. TECHNICAL PROPOSAL EVALUATION

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

F. TECHNICAL PROPOSAL EVALUATION FACTORS

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

1. Experience on Similar or Relevant Projects

- (a) Complete the Experience Form (Loose Forms Package; duplicate as needed) for a total of three (3) projects similar in magnitude and scope to that described herein, which the proposer has successfully completed within the past seven (7) years. Of the three (3) projects, two (2) projects valued at \$350,000.00 or greater and one (1) at least \$500,00.00
- (b) If the Contractor has multiple offices, submitted projects shall have been managed by the company's office or branch office that is proposed to manage this project.
- (c) As indicated on the form, provide the following information for each similar or relevant project:
 - 1) A concise but detailed description of the project (s) (including project type, setting and schedule);
 - 2) Similarities of the reference project(s) to this project;
 - 3) Customer/Project Owner's name, address, contact name and current telephone number (Note: All references provided will be contacted);
 - 4) Proposer's project manager and field superintendent for the reference project;
 - 5) Contract method used (CM, GC, DB, Other);
 - 6) The start date, the original completion date at time of award, and the actual completion date of the project. Provide and explanation for any overrun, including a list of any time extensions granted.

- 7) The proposal price, final project cost, and percentage increase (or decrease) for the construction contract. Furnish a list of any approved modifications, by type (Owner request, scope, design, other).
 - 8) If available, submit a photograph of the completed project(s) on a single sheet.
- (e) References
- 1) Using the information provided by the proposer (above) for the purpose of establishing experience, the University will contact all Customer/Project Owner references identified by the proposer. Proposers should verify the accuracy of reference contact information before submitting their proposal. The University will hold all reference data in strict confidence.
 - 2) The University reserves the right to check other reference sources at its sole discretion, including sources not identified by the proposer. The University may also consider the performance of the proposer on any/all projects performed for the University prior to submittal of this proposal, including ongoing/active projects, whether identified by the proposer or not.

EVALUATION CRITERIA: *Experience that clearly demonstrates the proposer's knowledge of, and ability to, successfully perform work similar to that contemplated by these specifications. Higher consideration will be given for experience involving projects most similar to the project proposed by this RFP, in terms of size, scope and complexity. Ability to deliver projects on time. Ability to deliver projects within cost established at award. Positive feedback from references identified by the proposer. Positive feedback from any other reference sources identified by the University. Satisfactory performance of work for the University on past (or active) projects.*

2. Proposer's Key Personnel

- (a) Organizational Chart: Include the personnel organizational chart for this Project on the page opposite the resume (Key Personnel Form) of each individual, and highlight this individual on the chart.
- (b) Proposer shall complete a Key Personnel Form (Loose Forms Package, duplicate as necessary) for the proposed Key Personnel as noted below. The information required includes:
 1. Educational background, including degrees/certifications received.
 2. Work experience with the proposing firm, including duration of employment, with dates (month and year), and position(s) held;
 3. Work experience with prior employers, including duration of employment, with dates (month and year), and position(s) held.

4. Brief description of three (3) similar or relevant projects, preferably on one or more of the projects submitted in response to Part F, Subparagraph 1 in this Section, where the individual performed a similar role to the one they would perform on this project. Provide a brief description of each project, including project delivery method, project type, building type, building size, project construction cost, dates (month and year), and the specific role of the individual. Indicate if that individual's role was played during design, construction or both. If the individual's role was not performed for the entire design and/or construction phases, indicate the period (month and year). If the specific role was performed for a particular part or aspect of the project, provide details. Highest consideration will be given for demonstrating successful experience with projects of similar size and type to this Project. Lower consideration will be given to smaller projects and projects with design build delivery method.
- (c) Field Superintendent
1. The Superintendent is a Contractor employee who will be involved full time (100%) from Notice to Proceed to Construction Close-Out.
 2. This person will be responsible for the overall direct supervision of the subcontractors, daily coordination of the work on site, to maintain schedule, on site management such as material delivery, outages, etc. The Superintendent should have knowledge of safety hazards and MOSHA requirements and the ability to interpret contract plans and specifications for the subcontractors. Best consideration will be given for experience on similarly sized or larger new construction/ renovation projects.
 3. Minimum Requirements: A minimum of five (5) years' experience in the position of Superintendent in new and renovation construction projects.
- (d) Include all information required regarding key personnel with each individual's resume. Information included elsewhere in the Proposal may not be considered in the evaluation of the key personnel.
- (e) Personnel Commitment: If successful, the Proposer is committing the staff to the University for the project's duration; no key personnel changes are permitted without written authorization from the University. Replacement personnel, if accepted by the University, must be equal to or better than those identified in the proposal.

NOTE: It is expected that the Superintendent, will be committed full time (100%) from Notice to Proceed to Construction Close-Out and on-site at the commencement of building access/field operations.

3. Project Approach/ Preliminary Schedule

- (a) Provide a two (2) page project narrative (developed in specific response to this proposal) of the proposer's proposed approach to the project. The narrative should address:
1. Schedule,
 2. Site constraints,
 3. Safety,
 4. Quality control,
 5. Quality assurance.
- (b) Identify project specific challenges, and proposed approach to address them.
1. Identify past projects with similar challenges and their outcome.
 2. Identify long lead equipment and material items and the proposed approach to complete the project on time. Address this item with regard to each pricing option.
- (c) Provide preliminary schedule, include the following:
1. Major components of work.
 2. Notice to Proceed
 3. Site Utility
 4. Mechanical
 5. Electrical
 6. Plumbing
 7. Fire Alarm & Suppression
 8. Substantial Completion
 9. Final Completion
 10. Procurement duration of key materials, long lead items and equipment.

The preliminary schedule shall identify the project critical path.

EVALUATION CRITERIA: *Higher consideration will be given to narratives that are clear and demonstrate that the contractor understands the project, the schedule, challenges, and include all of the items requested.*

5. Proposer's Company Profile

- (a) **Company Profile:** Complete the Company Profile Form (Loose Forms Package). Include a brief, but informative, history of the firm.
- (b) **Annual Construction Volume:** Complete the Annual Construction Volume/number of Projects form (Loose Forms Package). Provide the annual construction volume and number of projects for the firm for the last three (3) years.
- (c) **Current Workload:** Complete the Current Workload form (Loose Forms Package). Provide list of current projects on which the firm is committed, with the dollar volume

and time frame for each. Describe the firm's ability to accomplish the proposed services on this project within specified time frames (this is in addition to the information required in other paragraphs).

EVALUATION CRITERIA: *Higher consideration will be given to proposers whose company profile, construction volume and current workload illustrate that the proposer has the resources available to successfully complete the University's projects on time.*

6. Economic Benefit to Maryland:*

Offerors shall submit with their proposals a narrative describing the estimated benefits that will accrue to the Maryland economy as a direct or indirect result of their performance of this contract (the "Qualifying Reference" project cost of \$500,000 as cited in Section 00300 (Proposals & Evaluation), paragraph F.2.b of this RFP should be used as the basis). Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered. Offerors shall take into consideration the following factors (Please do not include any details of the price proposals with this information):

- (a) The estimated percentage of contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Be as specific as possible. Provide a breakdown of expenditures in this category.
- (b) The number and types of jobs for Maryland residents resulting from the contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the contractor has committed at both prime and, if applicable, subcontract levels.
- (c) Tax revenues to be generated for Maryland and its political subdivisions as a result of the contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
- (d) Estimated Percentage of Subcontract/Supplier dollars committed to Maryland small business and MBEs. (These are also included under the first category (a) above.)
- (e) Estimated percentage of Subcontract/Supplier dollars committed to "local" Maryland businesses. For purposes of this proposal, a "local" Maryland business is a business with its primary base of operations located in the same county as the job site for this project, or a Maryland business located within twenty-five (25) miles of the job site.
- (f) Other benefits to the Maryland economy which the offeror promises will result from awarding the contract to the offeror. Describe the benefit, its value to the Maryland economy (in terms of percentages), and how it will result from the contract award.

EVALUATION CRITERIA: *Highest consideration will be given to proposals offering the most benefit to Maryland, considering the aggregate of items (a) through (f) above.*

G. PRICE PROPOSAL AND ENCLOSURES

- 1. Only firms that are considered technically acceptable and susceptible for award following the evaluation of Technical Proposals and Oral Presentations (if exercised) will have their price proposals evaluated.**
2. Submit one (1) original and one (1) copy (for a total of 2) of the price proposal.
3. The Price Proposal and all required forms shall be submitted in a separate sealed envelope from the Technical Proposal. The envelope shall have the proposer's name, RFP number and the project name prominently displayed, together with the words "Price Proposal".
4. The Price Proposal and all required forms shall be completed in ink or typed; erasures and/or alterations shall be initialed in ink by the signer.
5. The following documents must be submitted with the Price Proposals.
 - (a) Price Proposal Form (Note: Proposers shall provide prices for all items on price proposal form).
 - (b) A five percent (5%) Proposal Bond, on the form provided by the University, will be required if the proposal price exceeds \$100,000.
 - (c) Proposal Affidavit, using the form (Attachment A) provided by the University.
 - (d) Conflict of Interest Information/Affidavit and Disclosure, using the form (Attachment B) provided by the University.
 - (e) Social Responsibility Affidavit, using the form (Attachment D) provided by the University.
 - (f) MBE Attachments as outlined in Section 00100A, Paragraph 3.5 (Minority Business Enterprises Participation: August 2017 Rev.).
 - (g) Certification Regarding Investment Activities in Iran enclosed with this document (Attachment E) must be executed by each responding proposers and submitted with the price proposal.

H. PRICE PROPOSAL EVALUATION

1. Price Proposals will only be evaluated for those proposers determined by the University to be technically acceptable and susceptible of award.

2. Price Proposals will be evaluated by the Procurement Officer on the basis of the base price proposed plus any Add/Deduct Alternates accepted by the University.

I. FINAL PROPOSAL RATING

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

J. EVIDENCE OF RESPONSIBILITY

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

END OF SECTION 00300

PART II

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

Pur-046 (2/14)

(Under Separate Cover)

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PART II – GENERAL TERMS AND CONDITIONS OF THE CONTRACT

The University of Maryland General Terms and Conditions of the Contract between Owner and Contractor, PUR-046 (02/14) Rev. Sections I through 9 inclusive, included hereafter, is part of this Contract and may be referred to as “UMCP General Conditions”.

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PART III

SAMPLE DOCUMENTS

LONG FORM CONTRACT

MODIFICATION OF CONTRACT

PERFORMANCE BOND

PAYMENT BOND

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UNIVERSITY OF MARYLAND

Contract Number: _____
Project No.: _____
Proposal No.: _____

UNIVERSITY OF MARYLAND, COLLEGE PARK
DEPARTMENT OF PROCUREMENT & STRATEGIC SOURCING
COLLEGE PARK, MARYLAND 20742-3111

LONG FORM CONTRACT

THIS AGREEMENT made the --- day of ---, **Two Thousand ---** by and between --- hereinafter referred to as "Contractor", and the University of Maryland, College Park, hereinafter referred to as "Owner".

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

Article 1. Scope of Project -- The Contractor shall furnish all of the materials and perform all of the work as described in **Request for Proposal No. -----**, entitled "**-----**", **including referenced drawings and specifications; and Amendment No.-----, and Clarification No. ----, (inclusive)** and shall do everything required by this Agreement, the General Terms and Conditions of the Contract, and said specifications and drawings, all of which are made a part hereof and are referred to herein as "The Contract". There follows a list of said drawings and proposal:

Drawings: As issued with RFP No. ---- .

Proposal: Contractor's Technical and Price Proposal dated -----.

Article 2. Time of Completion -- The project shall commence upon **receipt of Owner's Notice To Proceed**, and shall be completed **within _____ calendar days thereafter**. **If the work is not completed within _____ calendar days from Notice to Proceed date, the Contractor will be liable for Liquidated Damages of _____ per calendar day late as specified in the General Terms and Conditions of the contract.**

Article 3. The contract Price – The Owner shall pay the Contractor (subject to additions and deductions specified herein) as follows:

Total Contract Amount: (Written & Figures)

Price Breakdown:

Base Contract Price of: (Written & Figures)
Add Alternate: Description & (Written & Figures)
Unit Prices:
 Unit Price No. 1: ---Description

Article 4. Special Provisions

A. -- --- hereby agrees to enter into Contract with the noted minority Contractors/Suppliers to perform the following:

<u>Name of Contractor/Supplier</u>	<u>M DOT Certification #</u>	<u>Type of Work/Services</u>	<u>Amount</u>	<u>Contract %</u>
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B. Contractor shall coordinate all work with and shall contact University Project Manager, five (5) working days prior to starting any work.

Article 5. Manner of Payment -- The Owner shall make payment on account of the contract price, as follows:

On or about the **25th** day of each month **95%** of the value, based on the Contract prices, of labor and materials incorporated in the project and of materials suitably stored at the site thereof up to the **23rd** day of that month, as estimated by the Owner, less the aggregate of previous payments; and after acceptance of the entire project, a sum sufficient to increase the total payment to **100%** of the Contract price.

Contractors Federal Tax Identification No. -----

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

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

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

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

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

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

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

**Fill Out Company Name
City, State & Zip Code**

University of Maryland, College Park

Contractor

Owner

Signature

Signature

Print

Print

Title

Title

Date: _____

Date: _____

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

Budgetary Data: Req. No. ----- KFS

Title: Facilities Management/Department of Design and Construction

CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

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

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

Name and Department ID
 Number: _____ Address: _____

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

Name and Department ID Number: _____
 Address: _____.

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

C. FINANCIAL DISCLOSURE

AFFIRMATION I FURTHER AFFIRM THAT:

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

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

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

D. POLITICAL CONTRIBUTION DISCLOSURE

AFFIRMATION I FURTHER AFFIRM THAT:

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

NOTE: The political contribution disclosure form is available at

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

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

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

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

(4) I acknowledge and agree that:

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

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

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

F. CERTAIN AFFIRMATIONS

VALID I FURTHER AFFIRM THAT:

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

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

Date: _____

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

_____ (signature of Authorized Representative and Affiant)



MODIFICATION OF CONTRACT

1. MODIFICATION NUMBER M00 --		2. DATE ISSUED ---		3. NUMBER OF PAGES	
4. ISSUED BY UNIVERSITY OF MARYLAND DEPARTMENT OF PROCUREMENT AND SUPPLY CONSTRUCTION AND FACILITIES PROCUREMENT 2113-R Chesapeake Building COLLEGE PARK, MARYLAND 20742-6050 POINT OF CONTACT: --- TELEPHONE NUMBER: 301-405---- FACSIMILE NUMBER: 301-314-3011 ELECTRONIC MAIL ADDRESS: ----@UMD.EDU			5. ADMINISTERED BY (If other than Item 4)		
6. NAME, ADDRESS AND FEI NUMBER OF CONTRACTOR ----- FEI NO. ----			7A. MODIFICATION OF CONTRACT NUMBER -----		
			7B. DATED -----		
8. The Referenced Contract is Modified In the Following Particulars Only.					
A. THIS CONTRACT MODIFICATION IS ISSUED UNILATERALLY TO MAKE THE CHANGES SET FORTH IN ITEM 9 (below) PURSUANT TO THE CHANGES CLAUSE CONTAINED IN PART II, SECTION I OF THE CONTRACT REFERENCED IN 7A ABOVE.					
B. THE CONTRACT REFERENCED IN 7A ABOVE IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as billing address, accounting data, etc.) SET FORTH IN ITEM 9 (below).					
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO TO MODIFY THE CONTRACT REFERENCED IN 7A ABOVE AS SET FORTH IN ITEM 9 (below).					
D. OTHER (Specify Type of Modification)					
E. IMPORTANT: CONTRACTOR <input type="checkbox"/> IS NOT, <input checked="" type="checkbox"/> IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 ORIGINALS TO THE ISSUING OFFICE IDENTIFIED IN ITEM 4.					
9. DESCRIPTION OF MODIFICATION (Use Additional Pages if Required) Continued on page 2 Except as provided herein, all prices, terms and conditions of the document referenced in Item 7A, including previous modifications, if any, shall remain in full force and effect.					
10A. NAME AND TITLE OF SIGNER (Contractor - Type or Print)			11A. NAME OF PROCUREMENT OFFICER (Type or Print)		

10B. CONTRACTOR (Signature of Person Authorized to Sign)		10C. DATE SIGNED	11B. UNIVERSITY OF MARYLAND (Signature of Procurement Officer)		11C. DATE SIGNED

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

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

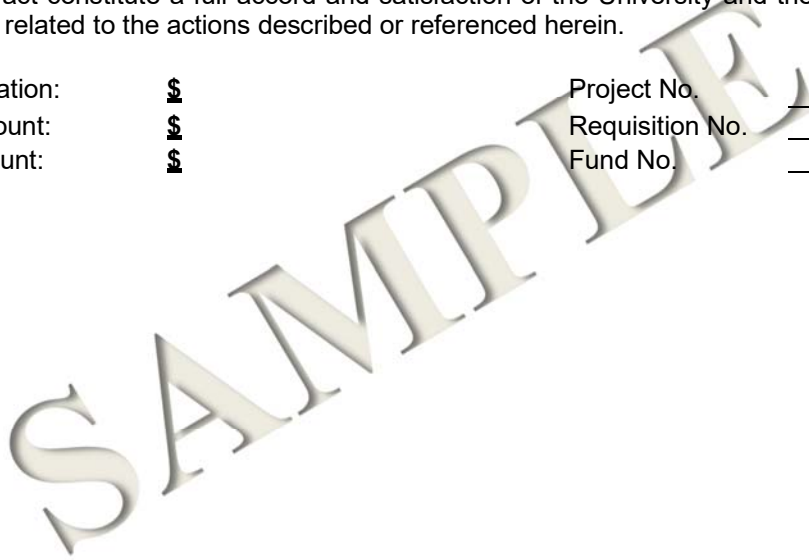
-----insert description of modifications. (item 1 thru -----)

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

SPECIAL TERMS AND CONDITIONS:

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

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



PAYMENT BOND

Principal

Click or tap here to enter text.

Surety

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

Business Address of Principal

Click or tap here to enter text.

Click or tap here to enter text.

Obligee

STATE OF MARYLAND

By and through the following

Administration University of Maryland, College Park.

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

Enter Full Dollar Amount and No Cents (\$0,000,000.00)

BOND NO.

Date of Contract Click or tap here to enter text.

Date Bond Executed Click or tap here to enter text.

Description of Contract:

Click or tap here to enter text.

Contract Number: Click or tap here to enter text.

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

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

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

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

- 1. A claimant is defined to be any and all of those persons supplying labor and materials (including lessors of the equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and sub-contractors in the prosecution of the work provided for in the Contract, entitled to the protection provided by Section 9-113 of the Real Property Article of the Annotated Code of Maryland, as from time to time amended.
2. The above named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full 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.

PAYMENT BOND

In Presence of:
Witness

Individual Principal

..... as to (SEAL)

In Presence of:
Witness

Co-Partnership Principal

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

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

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

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

Corporate Principal

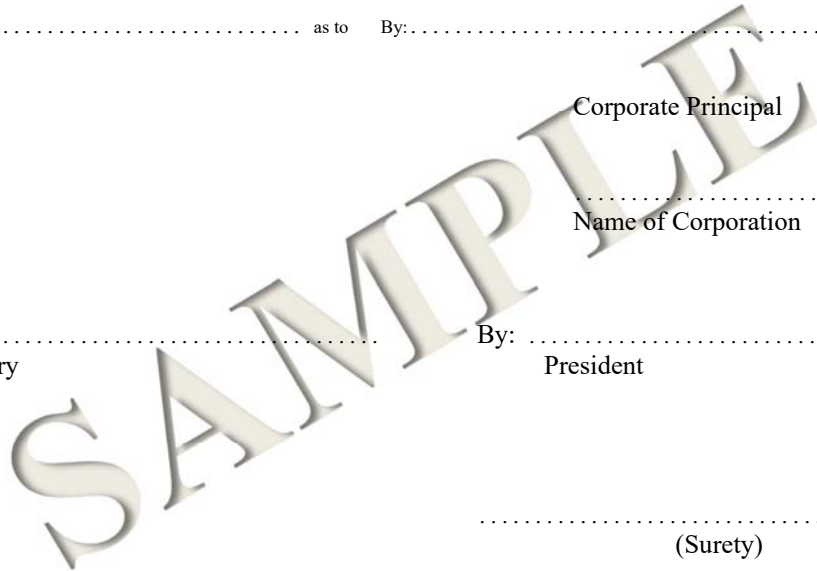
.....
Name of Corporation

Attest:

.....
Corporate Secretary

By:
President

AFFIX
..... CORPORATE
SEAL



.....
(Surety)

Attest:

(SEAL)

By: CORPORATE
SEAL

.....
Signature

.....
Title

.....
Printed or Typed Name

.....
Printed or Typed Name

Bonding Agent's Name:

Agent's Address

.....
(Business Address of Surety)

Telephone Number

.....
(Telephone Number)

PERFORMANCE BOND

Principal

Business Address of Principal

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

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 University of Maryland, College Park.

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

Enter Full Dollar Amount and No Cents (\$0,000,000.00)

Date of Contract Click or tap here to enter text.

BOND NO.

Date Bond Executed Click or tap here to enter text.

Description of Contract:

Click or tap here to enter text.

Contract Number: Click or tap here to enter text.

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:

- 3. 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.
4. The above named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full 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.

PERFORMANCE BOND

In Presence of:
Witness

Individual Principal

..... as to (SEAL)

In Presence of:
Witness

Co-Partnership Principal

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

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

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

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

Corporate Principal

Name of Corporation

Attest:

Corporate Secretary

By:
President

AFFIX
CORPORATE
SEAL

(Surety)

Attest:

(SEAL)

By:
CORPORATE
SEAL

Signature

Title

Printed or Typed Name

Printed or Typed Name

Bonding Agent's Name:

Agent's Address

(Business Address of Surety)

Telephone Number

(Telephone Number)

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PART IV
SPECIFICATIONS
AND
CONSTRUCTION DOCUMENTS
(Under Separate Cover)

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PART IV – SPECIFICATIONS AND CONSTRUCTION DOCUMENTS

The Specifications and Construction Documents:

Adelphi Road Office Annex (803) Confucius Institute (Humphrey House)
Issue for Bid Drawings dated January 5, 2018.

INDEX OF DRAWINGS:

Architectural Drawings:

CS-0.01 Cover Sheet Cover Sheet
CS-0.02 Cover Sheet Notes
CS-0.03 Specifications
A-1.01 Ground Floor Plan: Demolition
A-1.02 First Floor Plan: Demolition
A-1.03 Ground Floor Plan: New Work
A-1.04 First Floor Plan: New Work
A-1.05 Attic Plan: New Work
A-1.06 Roof Plan: New Work
A-2.02 First Floor Reflected Ceiling Plan: Demolition
A-2.03 Ground Floor Reflected Ceiling Plan: New Work
A-2.04 First Floor Reflected Ceiling Plan: New Work
A-2.10 Restroom Enlarged Plans
A-2.11 Enlarged Plans
A-3.01 Exterior Elevations
A-3.02 Exterior Elevations
A-3.03 Interior Elevations
A-3.04 Interior Elevations
A-3.10 Building Sections
A-3.20 Enlarged Exterior Elevations
A-3.50 Wall Sections
A-3.51 Wall Sections & Details
A-4.01 Add Alt 3: Ground Floor Finish Plan & Key
A-4.02 First Floor Finish Plan & Key
A-4.03 First Floor Furniture Plan
A-6.00 Door Schedule, Details & Partition Types
A-6.01 Window Schedule
A-6.02 Window Details

Structural Drawings

S-0.01 Structural Notes
S-1.01 First Floor Foundation Plan New Work
S-1.02 First Floor Roof Plan New Work
S-3.01 Structural Details Structural Details

Mechanical Drawings

M-0.01 Mechanical/Plumbing Notes
M-1.01 Ground Floor Plan Mechanical Demolition
M-1.02 First Floor Plan Mechanical Demolition
M-1.03 Ground Floor Plan Mechanical New Work
Base Bid
M-1.04 Ground Floor Plan Mechanical New Work
Add Alternate #3
M-1.05 First Floor Plan Mechanical New Work
M-1.06 Attic Plan Mechanical New Work
M-1.07 Ground Floor Plan Mechanical New Work
M-1.08 First Floor Plan Mechanical New Work
M-2.01 Plumbing Riser
M-2.02 Mechanical Details
M-2.03 Mechanical Controls
M-3.01 Mechanical Schedule
M-3.02 Mechanical Schedule

Electrical Drawings

E-0.01 Electrical Cover Sheet, Abbreviations,
Symbols
E-1.01 Ground Floor Plan Electrical Demolition
E-1.02 First Floor Plan Electrical Demolition
E-1.03 Ground Floor Plan Power New Work
E-1.04 First Floor Plan Power New Work
E-1.05 Attic Floor Plan - Electrical New Work
E-2.01 Ground Floor Plan Lighting New Work
E-2.02 First Floor Plan Lighting New Work
FA-1 Ground Floor Plan New Work Fire Alarm
FA-2 First Floor Plan New Work Fire Alarm
E-3.01 Electrical Details
E-3.02 Electrical Schedules

Design Criteria/Facility Standards Manual (UMCP) “Information & Telecommunication Systems”
Specification Section: 27.00.00 effective November 24, 2014.

included hereafter, is part of this Contract and may be referred to as “Project Specifications and Construction Documents”.

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