

# University of Maryland College Park



## Request for Proposal (RFP) No. 84515-F For On-Campus Student Housing Strategic Plan

|                         |                               |
|-------------------------|-------------------------------|
| Issue Date:             | July 5, 2012                  |
| Deadline for Questions: | July 30, 2012 at 5:00 PM EDT  |
| Proposal Due Date:      | August 9, 2012 at 3:00 PM EDT |

**WARNING:** Contractors who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address in order that amendments to the RFP or other communications can be sent to them. Contractors who fail to notify the Issuing Office with this information assume complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

**Contractors are cautioned not to make changes to any of the terms and conditions in this solicitation. Doing so may render a Contractor's proposal unacceptable and subject to rejection. Questions and comments may be addressed to the point of contact identified in Section A-1, Item 9 of this document.**

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**PART I – THE SCHEDULE**  
**SECTION A-1 – SOLICITATION / CONTRACT FORM**

|                                                                                                                                              |                                                      |                                                                   |                                                                                                                                                                                                                             |                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|-------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| 1. CONTRACT NUMBER                                                                                                                           | 2. SOLICITATION NUMBER<br><br><b>RFP No. 84515-F</b> | 3. TYPE OF SOLICITATION<br><br><b>Competitive Sealed Proposal</b> | 4. DATE ISSUED<br><br>07/05/12                                                                                                                                                                                              | 5. REQUISITION NUMBER<br><br>158294 |
| 6. ISSUED BY<br>UNIVERSITY OF MARYLAND<br>DEPARTMENT OF PROCUREMENT AND SUPPLY<br>2113-R CHESAPEAKE BUILDING<br>COLLEGE PARK, MARYLAND 20742 |                                                      |                                                                   | 7. ADDRESS PROPOSAL TO<br><b>University of Maryland</b><br><b>Construction &amp; Facilities Procurement</b><br><b>Attn.: RFP Number 84515-F</b><br><b>0410 Service Building</b><br><b>College Park, Maryland 20742-6050</b> |                                     |

**SOLICITATION**

8. Sealed proposals in original plus number of copies specified in Section A-2, Subsection D for furnishing the supplies or services in the Schedule will be received at the location specified in Item 7 (if no location is specified in Item 7, then the location specified in Item 6) until the date and time specified in Section A-2, Subsection E.

CAUTION – LATE Submissions, Modifications, and Withdrawals; see Section A-2, Subsection F entitled "Late Proposals". All offers are subject to all terms and conditions contained in this solicitation.

|                         |                                    |                                                            |                           |                                                 |                                          |
|-------------------------|------------------------------------|------------------------------------------------------------|---------------------------|-------------------------------------------------|------------------------------------------|
| 9. FOR INFORMATION CALL | A. NAME<br><br><b>Rex N. Fitch</b> | B. TELEPHONE (NO COLLECT CALLS)<br>AREA CODE<br><b>301</b> | NUMBER<br><b>405-5818</b> | C. E-MAIL ADDRESS<br><br><b>rnfitch@umd.edu</b> | D. FAX NUMBER<br><br><b>301-314-3011</b> |
|-------------------------|------------------------------------|------------------------------------------------------------|---------------------------|-------------------------------------------------|------------------------------------------|

**OFFER (Must be fully completed by Contractor)**

10. In compliance with the above, the undersigned agrees, if this offer is accepted within the time period specified in Section A-2, Subsection G, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

**11. ACKNOWLEDGEMENT OF AMENDMENTS**

The Contractor acknowledges receipt of all amendments to the SOLICITATION.

This contract incorporates the Solicitation/Request for Proposal and any amendments thereto, as well as Contractor's proposal and amendments thereto. In the event of a discrepancy between the terms of this contract, including amendments and modifications made thereto, and Contractor's proposal and amendments thereto, the discrepancy shall be resolved by giving precedence in the following order:

- a) This Contract, including the Solicitation/Request for Proposal and amendments and modifications made thereto
- b) Contractor's proposal, including amendments and modifications made to the proposal.

This contract, including the documents incorporated by reference and any negotiated changes prior to contract award, contains the entire agreement of the parties and supersedes all prior agreements and understandings, oral or otherwise, between the parties.

|                                                     |  |  |                                 |  |                                                                       |
|-----------------------------------------------------|--|--|---------------------------------|--|-----------------------------------------------------------------------|
| 12. NAME, ADDRESS AND FEI NUMBER OF CONTRACTOR      |  |  | 13. CONTRACTOR REMIT-TO ADDRESS |  | 14. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Print or Type) |
| 15. TELEPHONE NUMBER<br>AREA CODE    NUMBER    EXT. |  |  | 16. SIGNATURE                   |  | 17. OFFER DATE                                                        |

**AWARD (To be completed by University)**

|                                                                                |                                                                             |                        |
|--------------------------------------------------------------------------------|-----------------------------------------------------------------------------|------------------------|
| 18. ACCEPTED AS TO ITEMS LABELED                                               | 19. AMOUNT                                                                  | 20. FRS ACCOUNT NUMBER |
| 21. ADMINISTERED BY (If other than Item 6)                                     |                                                                             |                        |
| 22. NAME OF PROCUREMENT OFFICER<br><br><b>(Type or Print) Karen P. Elvidge</b> | 23. UNIVERSITY OF MARYLAND<br><br><b>(Signature of Procurement Officer)</b> | 24. AWARD DATE         |

IMPORTANT – Award will be made on this Form or by other authorized official written notice.

## **Section A-2 -- Instructions, Conditions and Notices to Contractors**

### **A. ISSUING OFFICE**

The sole point of contact at the University of Maryland, College Park (hereinafter “University” or “University of Maryland”) for purposes of this Request for Proposal (RFP) is the Issuing Office. The location of the Issuing Office is contained in Part I, Section A-1, Item 6 of this document. Point of contact information is listed in Part I, Section A-1, Items 9(a) through 9(d) of this document.

### **B. PRE-PROPOSAL CONFERENCE:**

A pre-proposal conference will be held on Wednesday, July 18, 2012 at 10:00 A.M. The conference will be held at:

University of Maryland  
**TBD**  
College Park, MD 20742

For directions, please visit website at:

While attendance at the pre-proposal conference is not mandatory, all interested Contractors are encouraged to attend to be able to better prepare acceptable proposals.

### **C. QUESTIONS**

Each Contractor is responsible for reading carefully and understanding fully the terms and conditions of this RFP. All contact between Contractors and the University will be formally made at scheduled meetings or in writing through the Issuing Office. Requests for clarification or additional information must be made in writing to the Procurement Officer ([rnfitch@umd.edu](mailto:rnfitch@umd.edu)) and received at the Issuing Office no later than July 30, 2012, 3:00 p.m. EDT, local time College Park, MD. Such requests should contain the following: **“QUESTIONS: RFP No. 84515-F”** Only written communications relative to the procurement shall be considered. Hard copy, facsimile and electronic mail are acceptable methods for submission of questions. It is incumbent upon the Contractor to verify University receipt of their questions.

All questions will be answered in writing. Both questions and answers will be distributed, without identification of the inquirer(s), to all Contractors who are on record with the Procurement Officer as having received this RFP. No oral communications can be relied upon for proposal purposes.

To the extent that a question causes a change to any part of this RFP, an amendment shall be issued addressing such.

### **D. SUBMISSION OF PROPOSALS**

Proposals must be:

- (1) submitted in the format set forth herein,

- (2) made in the official name of the firm or individual under which Contractor's business is conducted (including the official business address),
- (3) signed by a person duly authorized to commit Contractor to the proposal,
- (4) submitted in envelopes clearly marked with the assigned RFP number,
- (5) separated into Technical and Financial volumes, and
- (6) addressed to the Procurement Officer identified in Section A-1, Item 9 and sent to the address shown in Section A-1, Item 7.

The Contractor must submit one original (marked "original") and four (4) copies of the Technical volume plus one original and two (2) copies of the Financial volume sealed under separate cover. Commingling of technical and financial information or failure to submit the two volumes **separately** and sealed may result in the proposal being deemed **NON-ACCEPTABLE** and thereby rejected. The volumes, which contain original documents, should be clearly identified as the **ORIGINAL Technical or the ORIGINAL Financial Volume**.

#### **E. CLOSING DATE**

Proposals must arrive at the location identified in Section A, Item 7 of this document on or before August 9, 2012, 3:00 p.m. EDT, local time College Park, MD, as applicable, in the format set forth herein.

Contractors mailing proposals should allow sufficient mail delivery time to insure timely receipt by the Issuing Office. Proposals, amendments to proposals, or requests for withdrawal of proposals arriving after the closing time and date shall not be considered. There shall be no public opening of the proposals. The names of Contractors will not be released until after award.

#### **F. LATE PROPOSALS**

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

#### **G. DURATION OF PROPOSAL OFFER**

Proposals shall be valid for a minimum of 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 120 days, unless the Contractor gives specific written notice to the Procurement Officer at least 15 days before the expiration of the then current 120 day period. Proposals shall automatically renew for an additional 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.

## **H. AMENDMENTS TO THE RFP**

If it becomes necessary to revise any part of this RFP, notice of the revision will be given in the form of an amendment to Contractors. All amendments will be posted to eMaryland Marketplace and shall become a part of this RFP. Each Contractor must acknowledge receipt of amendments, and the failure of a Contractor to acknowledge any amendment shall not relieve the Contractor of the responsibility for complying with the terms thereof.

## **I. ALTERNATE PROPOSALS**

In the mutual interest of receiving the best proposal, the University will consider alternate price and technical proposals. In order to submit an alternate proposal, however, a Contractor must also submit a proposal in the exact format required herein.

## **J. ECONOMY OF PREPARATION**

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the Contractor's offer and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

## **K. UNABLE TO PROPOSE**

If Contractor is unable or unwilling to submit a proposal in response to the requirements, Contractor must indicate such in writing to the Procurement Officer on or before the proposal due date. Hard copy, facsimile and electronic mail are acceptable. Please include a brief explanation of the rationale for non-submission of a proposal.

## **L. PUBLIC INFORMATION ACT NOTICE**

Contractors shall specifically identify those portions of their proposals that they deem to contain confidential, proprietary information or trade secrets and shall provide specific justification, with respect to each separate portion identified, 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, Annotated Code of Maryland.

In order for such claims of confidentiality to be considered, Contractors must clearly identify and provide individual justification for each and every section that is claimed to contain confidential, proprietary information or trade secrets. It is **NOT** sufficient to preface your proposal with a proprietary statement, or to use a page header or footer that arbitrarily marks some or all pages as confidential. General claims of confidentiality or similar blanket designations shall not be effective.

## **M. TWO VOLUME PROPOSAL**

The selection procedure for this procurement requires an independent evaluation of the technical and financial proposals. This separation allows for evaluation of technical proposals on their technical merit only. Consequently, Contractor shall submit its proposal in two separately sealed volumes as indicated below. No pricing information is to be included in the technical proposal.

*See Part IV, Section L for additional details pertaining to the evaluation process.*

**1. VOLUME I - TECHNICAL**

This volume should be prepared in a clear and concise manner with pages numbered. The technical volume shall not contain any price information. If such is included in the technical volume, it may not be evaluated by the financial evaluation committee. Volume I must contain the following sections:

**a. EXECUTIVE / MANAGEMENT SUMMARY**

The Executive/Management Summary should contain a brief synopsis of how the Contractor's proposal meets the needs of the University.

**b. REFERENCES**

The University reserves the right to take any or all of the following actions: to reject a proposal based on an unsatisfactory reference, to contact any person or persons associated with the referenced site, to request additional references, to contact organizations known to have used in the past or currently using the services supplied by the Contractor or the Contractor's subcontractors, to contact independent consulting firms for additional information about the Contractor or the Contractor's subcontractors, and to visit any or all of the reference sites for demonstrations.

**c. THE TECHNICAL PROPOSAL**

The information/items specified herein must be addressed in the technical proposal. The proposal must expressly indicate that it satisfies each point of the RFP requirements and specifications, reference Section C. Simple YES or NO responses to stated requirements are insufficient. Rather, the Contractor must describe in detail how the proposed products and/or services meet or exceed the stated requirements. Additionally, the Contractor must explain any exception or deviation from the requirements.

Contractors are urged to read the specifications very carefully and to submit their questions, in writing, by the due date for questions. Misinterpretation of specifications by the Contractor shall not relieve the Contractor of responsibility to accurately address the requirements of this RFP or to perform the contract, if awarded.

**2. VOLUME II - FINANCIAL**

This volume consists of and must contain the following items. Contractors shall not include any technical information or specifications in the financial volume. If such are included in the financial volume, they may not be evaluated by the technical evaluation committee.

**a. SIGNED ORIGINALS OF SECTION A-1**

Contractors must complete Items 11, 12, 13, 14, 15, 16 and 17 of the Solicitation / Contract Form (Section A-1) of this document and include TWO signed originals as part of Contractor's financial proposal, in the original Financial Volume. Failure to submit these signed documents may cause the Contractor's proposal to be rejected, at the sole discretion of the University.

**b. PRICING SECTION**

This volume shall be in accordance with Section B – Pricing.

**c. PROPOSAL AFFIDAVIT**

Contractors must complete and sign the Proposal Affidavit. A copy of this Proposal Affidavit is included in Section K.

**d. CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

Contractors must complete and sign this affidavit. A copy of this affidavit is included in Section K.

**e. FEDERALLY-FUNDED AFFIDAVIT- Not Applicable**

**f. FINANCIAL VIABILITY**

The University reserves the right to require, during proposal evaluation, that the Contractor provide a copy of its most current Annual Report or audited Statement of Financial Condition to include a Balance Sheet, Income Statement and Cash Flow Statement or other acceptable financial information. These documents may be relied on in any determination regarding Contractor financial responsibility.

**g. MINORITY BUSINESS ENTERPRISE (MBE) PARTICIPATION**

Minority Business Enterprise (MBE) firms are encouraged to respond to this solicitation.

**h. NOTICES INFORMATION**

Contractors must complete Section G.5 and submit this information as part of their financial proposal.

**N. CANCELLATION OF THE RFP**

The University may cancel this RFP, in whole or in part, or reject all proposals submitted in response to the RFP when such action is determined to be fiscally advantageous to the University and/or the State or otherwise in the best interest of the University and/or the State.

**O. SOLICITATION, PROPOSAL ACCEPTANCE, AWARD AND DISCUSSIONS**

This RFP creates no obligation on the part of the University to award a contract or to compensate Contractors for proposal preparation expenses. The University reserves the unilateral right to cancel this solicitation at any time and to accept or reject any and all proposals, in whole or in part, received in response to this RFP; the unilateral right to award a contract in whole or in part; to award a contract to one Contractor; to waive or permit cure of minor irregularities; and to conduct discussions with Contractors in any manner necessary to serve the best interest of the University.

Discussions may be conducted with those Contractors who submit proposals initially judged by the Procurement Officer to be reasonably susceptible of being selected for award. However, the University reserves the right to award a contract based upon the proposals received without further discussions.

**P. EVIDENCE OF RESPONSIBILITY**

Prior to the award of a contract pursuant to this RFP, the Procurement Officer may require Contractor to submit such additional information bearing upon Contractor's ability to perform the contract as the Procurement Officer deems appropriate. The Procurement Officer may also consider any information otherwise available concerning the financial, technical, and other qualifications or abilities of the Contractor.

**Q. ELECTRONIC FUNDS TRANSFER (EFT)**

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/General\\_Accounting\\_Division/Vendors/Electronic\\_Funds\\_Transfer/](http://compnet.comp.state.md.us/General_Accounting_Division/Vendors/Electronic_Funds_Transfer/)

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 PART II, Contract Clauses, Section I for additional information.

**R. FORMATION OF AGREEMENT/CONTRACT WITH SUCCESSFUL CONTRACTOR**

This Contract shall also include any other forms or documents deemed necessary by the Procurement Officer. This RFP and any resulting contract shall be governed by the University System of Maryland Procurement Policies and Procedures, and University of Maryland Procurement Policies and Procedures. These policies and procedures may be viewed at the following web site:

[www.purchase.umd.edu](http://www.purchase.umd.edu). From the main menu, select the category "Policies and Procedures".

**S. 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. Debriefings shall be conducted at the earliest feasible time.

## **T. CONTRACT IMPLEMENTATION MEETING**

Contractor receiving an award under this solicitation may be required to attend a Contract Implementation Meeting to be held after contract award, as scheduled by the Procurement Officer. The location and agenda for this meeting will be communicated to the Contractor by the Procurement Officer.

## **U. LIVING WAGE REQUIREMENTS**

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Attachment 1 in Section J, entitled Living Wage Requirements for Service Contracts). If the Offeror fails to submit and complete the Affidavit of Agreement in Section K, the State may determine an Offeror to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$12.49 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$9.39 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation will be deemed to be a Tier 1 contract or a Tier 2 contract depending on the location(s) from which the contractor provides 50% or more of the services. Offerors must identify the location(s) from which services will be provided:

---

If the contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the contract will be a Tier 1 contract. If the contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the contract will be a Tier 2 contract. If the contractor provides more than 50% of the services from an out-of-State location, then the Tier level of the contract will be determined by the University based upon where the majority of the service recipients are located.

### Living Wage Requirements for Service Contracts

A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.

B. The Living Wage Law does not apply to:

(1) A Contractor who:

- (A) has a State contract for services valued at less than \$100,000, or
- (B) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.

(2) A Subcontractor who:

- (A) performs work on a State contract for services valued at less than \$100,000,
- (B) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
- (C) performs work for a contractor not covered by the Living Wage Law as defined in B(1)(B) above, or B (3) or C below.

(3) Service contracts for the following:

- (A) Services with a Public Service Company;
- (B) Services with a nonprofit organization;
- (C) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
- (D) Services between a Unit and a County or Baltimore City.

C. If the Unit responsible for the State contract determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.

D. A Contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees **SMCDS/CWS/10-002-S Attachment G** to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.

E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner

F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after

the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.

H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.

I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.

J. Information pertaining to reporting obligations may be found by going to the DLLR website <http://www.dllr.state.md.us/> and clicking on Living Wage.

**V. FERPA (FAMILY EDUCATION RIGHTS AND PRIVACY ACT) – Not Applicable to this Procurement**

## **Section B – Pricing**

Firms shall submit their proposal for pricing on the following price proposal form. One price proposal form must be submitted with each Financial Proposal. Using the enclosed form will help ensure consistency in the financial evaluation. The price proposal form is to be completed in full and shall be incorporated herein.

The Statement of Work is described in Section C of this document.

**PRICE PROPOSAL FORM**

**I. INTERVIEWS (Section C.3.2):**

\_\_\_\_\_  
(Written)

\_\_\_\_\_  
(Figures)

**II. FACILITIES CONDITION ASSESSMENT ANALYSIS (Section C.3.3):**

\_\_\_\_\_  
(Written)

\_\_\_\_\_  
(Figures)

**III. SURVEY OF INSTITUTIONS (Section C.3.4):**

\_\_\_\_\_  
(Written)

\_\_\_\_\_  
(Figures)

**IV. ON-CAMPUS HOUSING VISION (Section C.3.5):**

\_\_\_\_\_  
(Written)

\_\_\_\_\_  
(Figures)

**V. TARGET POPULATIONS (Section C.3.6):**

\_\_\_\_\_  
(Written)

\_\_\_\_\_  
(Figures)

**VI. ACADEMIC PROGRAMS AND ACADEMIC ENGAGEMENT (Section C.3.7):**

\_\_\_\_\_  
(Written)

\_\_\_\_\_  
(Figures)

**VII. HOUSING FACILITIES (Section C.8):**

\_\_\_\_\_  
(Written)

\_\_\_\_\_  
(Figures)

**VIII. FINANCIAL ANALYSIS (Section C.3.9):**

- |            |                                                                                                                                                                                                                             |           |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
|            | <hr/>                                                                                                                                                                                                                       | <hr/>     |
|            | (Written)                                                                                                                                                                                                                   | (Figures) |
| <b>IX.</b> | <b>STRATEGIC PLAN (Section C.3.10):</b>                                                                                                                                                                                     |           |
|            | <hr/>                                                                                                                                                                                                                       | <hr/>     |
|            | (Written)                                                                                                                                                                                                                   | (Figures) |
| <b>X.</b>  | <b>TOTAL COST (ITEMS I – IX):</b>                                                                                                                                                                                           |           |
|            | <hr/>                                                                                                                                                                                                                       | <hr/>     |
|            | (Written)                                                                                                                                                                                                                   | (Figures) |
| <b>XI.</b> | <b>HOURLY RATES</b> – In the event additional work is required, proposer shall provide an hourly rate schedule for each discipline broken down as follows: base rate plus markups (payroll burdens, overhead, profit, etc). |           |

## **Section C – Description/Specifications/Statement of Work**

### **1.0 BACKGROUND**

The University of Maryland, College Park is a Top 20 research university and the Flagship University of the University System of Maryland. With an enrollment of 25,000 undergraduates and 10,000 graduate students, the University of Maryland (UM) offers doctoral, master's, and bachelor's degrees to students from all over the United States and 133 different countries.

The Departments of Resident Life and Residential Facilities provide students with the highest quality services, programs, and environments to facilitate students' integration of academic, co-curricular, and campus life experiences in support of the mission of the University.

The departments directly serve more than 13,000 students in residence halls (8,909 beds) and in public-private partnership communities (3,003 undergraduate beds and approximately 680 graduate student lease holders in 476 graduate units). The departments also lend programmatic and facilities management support to the Department of Fraternity and Sorority Life's housing program (659 beds in 21 University-owned fraternity and sorority houses). With an operating budget of \$50 million, the Department of Resident Life and the Department of Residential Facilities are self-support units that derive all revenues from user fees.

Resident Life employs approximately 95 full-time and graduate-level professional staff and more than 500 undergraduate student employees. Resident Life staff supervises the day-to-day operations of residence halls which include 15 living & learning programs, community development activities, student support, and educational, cultural and social programming. In addition, Resident Life operates the Off-Campus Housing Services office which provides apartment locator service, educational programming, and advocacy related to off-campus housing.

Residential Facilities employs more than 250 full-time staff and 25 undergraduate student employees who service 78 campus buildings in over 2.5 million square feet of residential and non-residential space. Residential Facilities provides or arranges for a full range of routine and emergency maintenance and housekeeping services in all undergraduate residence halls and Greek chapter houses, as well for three of the campus' recreation buildings and other support facilities. Residential Facilities includes a project design group, a project management group, and a year-round 24-hour service call center.

The University guarantees residence hall housing to all new freshmen entering each fall and currently houses almost 12,000 students, about a third of its enrollment. Recently in the City of College Park, several thousand new beds serving college students have come on the market mainly in new, high-end, individual-lease properties near the University. Construction by private developers continues and its impact is uncertain. At the same time, there are many private houses in College Park which are rented entirely to students; this situation creates challenges between family residents in the neighborhood and students.

## **2.0 OBJECTIVE**

The objective of the project is to develop an on-campus student housing strategic plan. The focus of the plan is on university-owned undergraduate residence halls.

For the purposes of this planning project, “on-campus student housing” is to be considered to be university-owned residence halls, university-owned fraternity and sorority chapter houses, and undergraduate and graduate housing in university ground lease arrangements.

Operating an outstanding on-campus housing program is an exercise in managing diverse and often competing priorities. To become exceptional, Resident Life and Residential Facilities must take actions to ensure that they:

- support UM’s mission;
- provide facilities, programs and services that meet the housing needs of an array of UM students;
- meet the standards of parents with regard to providing a safe living environment that supports the academic needs of their sons and daughters;
- effectively partner with living & learning programs and other academic units and faculty to build on previous successes in developing outstanding learning communities; and
- reflect industry standards of excellent practice.

The specific objectives of this on-campus student housing strategic plan are to:

- build a housing inventory that makes the best use of UM’s resources to serve its students,
- support the recruitment and retention of high achieving in-state residents and other student populations critical to UM’s success,
- have physical environments that foster student engagement and community involvement,
- configure and locate residential facilities to build strong connections with the academic community,
- generate necessary revenues and deploy them effectively in the facilities renewal and design program,
- effectively address the needs of the living & learning programs and plan for the future of these programs, and
- develop a strong and loyal customer base.

## **3.0 CONTRACTING APPROACH & WORK SCOPE**

### **3.1 Project Initiation**

The objective of the project initiation phase is to create common expectations and understanding about the process, goals, and objectives of the strategic planning project. The phase also provides the opportunity for the firm to become familiar with the University, particularly Resident Life’s and Residential Facilities’ operations.

- Work Initiation Meeting to review the project process, goals, and objectives and the contract protocol.
- Campus Tour including:
  - UM's on-campus undergraduate housing,
  - public-private partnership housing,
  - university-affiliated graduate housing,
  - East Campus site,
  - living & learning program spaces,
  - Resident Life's and Residential Facilities' offices and facilities, and
  - adjacent student housing apartments and houses in College Park.
- Data/Information Review. Types of information, to the extent they are available, include:
  - UM and University System of Maryland Strategic Plans
  - UM Campus Facilities Master Plan
  - Plans for development on the East Campus site
  - Enrollment trends, projections, and plans
  - Student demographics
  - Admissions calendar and deadlines for offers and acceptances
  - Student Housing Market Study, 2011
  - International Student Report, 2012
  - Freshman Connection program description
  - Living & Learning program names, descriptions, and locations
  - Resident Life and Residential Facilities websites
  - Resident Life's philosophy and vision documents including organizational chart
  - Residential facilities' philosophy and vision documents including organizational chart
  - Annual operating financial statements for Resident Life and Residential Facilities
  - Housing assignments information
  - Academic year room rates and patterns
  - Occupancy and return rates and waiting lists
  - Building inventory list including capacity, room/unit types, and campus location
  - Customer satisfaction survey data and other assessment data
  - UM approved schedules and budgets for new building construction and renovations
  - Residential Facilities' internal capital fund planning and reserves spreadsheet
  - Previous and anticipated significant fixture/finishes replacement programs, schedules and budgets
  - Results of facilities condition assessment (in progress)
  - Public area, community, and support space inventory
  - Americans with Disabilities Act space inventory and self-assessment (in progress)
  - State requirements and other regulations, policies, and practices particularly concerning operating budgets and financing of construction and renovation (e.g., University System 20-year bond debt, facilities reserves, triples income, summer school and guest income, cost containment contributions, campus overhead charge,

income interest on facility reserves, public-private partnership ground rent, contributions from the Department of Fraternity and Sorority Life)

### 3.2 Interviews

The objective of the interview phase is to seek relevant information from people who will provide input for the strategic plan. Plan and conduct meetings and analyze input.

The firm will meet as often as is needed throughout the process with the following:

- Advisory Group
- Steering Committee
- Department of Resident Life staff
- Department of Residential Facilities staff

The firm will meet at least once and as needed with the following:

- Vice President for Student Affairs
- Assistant Vice President for Student Affairs
- Office of the Provost staff
- Admissions Office staff
- Living & Learning faculty
- Office of Extended Studies, Freshmen Connection staff
- Graduate School staff
- Facilities Management staff
- Intercollegiate Athletics staff
- Department of Fraternity and Sorority Life staff
- Department of Conferences and Visitor Services staff
- Department of Dining Services staff
- Graduate Student Government
- Student Government Association
- Residence Hall Association
- General residence hall students

### 3.2 Deliverables:

1. Submit a detailed draft of questions and discussion points for UM review and feedback.
2. Conduct interviews.
3. Provide a detailed written summary of information gathered including themes, analysis, and recommendations including a rationale as to why or why not the input will be included in subsequent work. Provide summaries throughout the project as additional interviews are conducted.

### 3.3 Facilities Condition Assessment Analysis

The objective of the facilities condition assessment analysis phase is to analyze the information received from an on-campus student housing facilities conditions assessment which will be occurring

simultaneously during the timeframe of this project.

### 3.3 Deliverables:

1. Analysis of the facilities condition assessment including implications on the future of the on-campus student housing program.

### 3.4 Survey of Institutions

The objective of the institutional survey phase is to research the on-campus student housing scenarios and future plans at other institutions. Study five of UM's competitor institutions (as provided by UM), five of UM's academic peers (as established by UM), and any other institutions whose vision and programs should be considered by UM.

Research the following:

- vision statements for the on-campus student housing programs at other institutions,
- practices for how the housing programs support academics,
- relationships other institutions have with various partners such as public/private partnerships and private/private partnerships for graduate and undergraduate housing, and
- how other institutions answered our key questions.

### 3.4 Deliverable:

Document the information obtained for all institutions including:

- trends, innovations, and overarching themes in vision statements;
- populations served and priorities for housing;
- "best practices" in terms of supporting academics;
- the principles governing relationships with partners; and
- copies or excerpts of future/strategic plans, if available.

### 3.5 On-Campus Housing Vision

The objective of the on-campus housing vision phase is to develop a vision statement which is the foundation on which UM's on-campus housing will offer exceptional on-campus services, programs, and physical environments over the next ten years and beyond. The firm will also lead key personnel to develop a set of guiding principles for on-campus housing that will guide the planning and implementation phases of this project. This will be accomplished by facilitating a comprehensive discussion among on-campus housing staff, residents and stakeholders.

The development of the vision will involve:

- an engaging process with Resident Life's and Residential Facilities' leadership teams in workshop sessions;
- the involvement of cross-sectional membership of Resident Life and Residential Facilities and key stakeholders

- opportunities to meaningfully engage students;
- the views of those stakeholders gleaned from the interview phase of this planning process;
- Resident Life's current core documents including its mission statement, multicultural philosophy, customer service standards, and community development principles; and
- opportunities for key participants to review and understand recommendations from one activity prior to commencing subsequent work plan activities

From the vision development dialogues, create a set of guiding principles which both influence this strategic planning process as well as stand on their own as statements describing values that shape the on-campus housing program over time.

The guiding principles should address and may include these objectives:

- to provide housing inventory, programs, services, and occupancy plan that makes the best use of resources to serve UM students;
- to support the recruitment, retention, and graduation of high-achieving in-state students as well as all other student populations;
- to locate and equip housing facilities in order to build strong connections with the academic community, develop outstanding learning communities, and effectively address the current and future needs of living & learning programs;
- to have physical environments and offer programmatic opportunities that foster and support personal development, student engagement, and involvement within the community;
- to generate necessary revenues and deploy them effectively for facilities maintenance, renewal, and renovation programs;
- to meet the expectations of parents by providing a safe and comfortable living environment that supports the academic and personal needs of their sons and daughters;
- to develop a strong and loyal customer base; and
- to reflect industry standards of excellence for all we practice.

The vision statement will provide a realistic picture of what the housing program might look like if it achieved its highest aspirations and would respond to these questions: If the housing program was the best that it could be, what would the communities look like? Who would it serve? What will it offer? What advantages and benefits would students, faculty, and staff cite the most from what is offered? How would housing influence or complement the success of the University and its strategic mission and plans?

The vision statement may include:

- acknowledgement of how the guiding principles influence and define commitments to on-campus housing,
- a summary of the programs, communities, opportunities, and experiences available to those who choose to live on campus,
- a description of the students who would most benefit from a residential experience and of how specific programs offer advantages that best support various student needs, and
- an expression of the connections with and relevance of the housing programs to UM strategic goals and initiatives.

### 3.5 Deliverables:

1. UM On-Campus Housing Vision Statement
2. Guiding Principles for On-Campus Housing

### 3.6 Target Populations

The objective of the target populations phase is to identify the optimal student populations for on-campus student housing in the future.

#### Areas of Focus and Issues:

- Student Housing Market Study, 2011
- An analysis of Resident Life's Housing Commitments Policy
- Relevant occupancy documents including housing retention data
- A review of projected housing quantity and style
- Existing demand data (surveys, reports, feedback, etc.) regarding the needs of:
  - incoming freshman
  - Fall semester incoming Freshmen Connection students
  - incoming transfer students
  - incoming graduate students
  - continuing residence hall students
  - continuing transfer students
  - continuing graduate students
  - student government-affiliated students
  - student athletes
  - students whose preference is for a four-year on-campus experience
  - LGBTQ students
  - students of color
  - religiously affiliated students
  - students with special/ADA housing accommodation needs
  - students in study abroad programs or student exchange programs from other institutions
  - international students
- UM's recruitment, retention, and graduation goals at both the undergraduate and graduate levels
- UM's expectations regarding honors students and academically talented students
- UM's living & learning programs' needs and expectations
- The timing and quantity of admissions offers and acceptance deadlines and patterns with resident Life's , and DRL's offer and acceptance deadlines and patterns for achieving 100% occupancy
- Examine how UM and Resident Life currently present, promote, and market the on-campus housing program and advantages for on-campus living experiences to prospective students

### 3.6 Deliverables:

1. A recommendation of size and priority of target student populations, including any sub-groups within the populations.
2. The effects the recommended target student population goal would have on Resident Life's existing housing priorities protocol.
3. The effects the recommended target student population goal would have on the operations and finances for the Department of Dining Services, Public-Private Partnership housing properties, the Department of Fraternity and Sorority Life, and the Department of Conferences and Visitor Services.
4. A marketing plan to identify ways not currently utilized to attract high levels of demand for all the existing and new room/unit types we will continue to have across the next ten years

### 3.7 Academic Programs and Academic Engagement

The objective of the academic programs and academic engagement phase is to identify ways the on-campus student housing program and other campus resources can support the academic mission of the institution through programs, services, and facilities offered within on-campus housing.

#### Areas of Focus and Issues:

- UM expectations and plans for its current and future living & learning programs
- Trends and innovations in programs, technology, buildings and spaces that can be provided in our existing or new/proposed on-campus housing to facilitate student learning and enable students to achieve desired learning outcomes, both for students within and outside of established academic or living & learning programs
- Trends and alternative strategies, identified by the review of other universities' funding models, where campus and housing resources jointly support the creation and maintenance of academic spaces and programs and other student learning initiatives in on-campus housing
- Physical improvements which would enhance existing living & learning programs spaces and the creation of priorities
- Ways on-campus student housing can support the institution's agenda to attract and retain international students; students majoring in science, technology, engineering, and math; and high achieving in-state students

#### 3.7 Deliverable:

Recommendations for how the on-campus student housing program can partner with Academic Affairs to support academics and overall learning in the future.

### 3.8 Housing Facilities

The objective of the housing facilities phase is to examine the current housing inventory, capital projects plan, and building backlog assessment and make recommendations.

#### Areas of Focus and Issues

- Review multi-year construction, renovation, and maintenance schedules, both current and anticipated, as provided by UM;
- Review the facilities condition assessment which will be underway simultaneously through another vendor;
- Review of the UM ADA self-assessment, which will be underway simultaneously; and
- Identify trends and innovations in programs, technology, and space design which support community development, residence hall programming activities, and safe/secure living environments that could be provided in existing or new/proposed buildings.

#### 3.8 Deliverables:

1. Provide recommendations regarding the current budget and building schedule to include:
  - the current 10 year capital construction and renovations schedule and budgets
  - schedule of renovation, renewal and repair projects for cyclical and deferred maintenance and budgets, including recommendations to address the facilities backlog assessment report
2. Provide recommendations regarding quantities of housing style options, including alternate unit floor plans (responsive to the 2011 Market Study) and project budgets, for planned or proposed new buildings over the next ten years:
  - Up to two 500-bed residence halls (currently in UM's ten-year Facilities Master Plan)
  - Replacement for Leonardtown area housing, including providing space for the relocation of Residential Facilities space from East Campus and consolidation of other Residential Facilities spaces from existing residence halls, should UM's East Campus Phase II project move ahead
  - Any other building(s) to be recommended by the consultant
3. Develop recommendations, schedules, and budgets for changes to existing spaces or new locations in response to:
  - new and existing living & learning programs anticipated by UM
  - new or adapted spaces for other academic programs and engagement initiatives
  - new or adapted spaces for community development and residence hall programming activities
  - programs and technology supporting safe/secure living environments
  - initial space needs for continued support for ADA Access Guidelines and Fair Housing requirements

4. Provide recommendations regarding housing style options, including alternate unit floor plans responsive to the 2011 Market Study, for new construction and our existing buildings currently scheduled for renovation over the next ten years, specifically:
  - o Cecil Hall, Worcester Hall, and Dorchester Hall

### 3.9 Financial Analysis

The objective of the financial analysis phase is to create one or more preferred financial plans that integrate the recommendations from the strategic planning processes pertaining to housing facilities, academic programs and academic engagement, and target populations. Several different strategies may be proposed and one plan may be recommended based on financial viability, enrollment forecasts, student market assessment, and budget assumptions.

#### Areas of Focus and Issues

- Look at financial aspects of housing programs at other institutions:
  - o review room rate structures and pricing strategies used to differentiate room fees for some or all of the various unit types/styles offered or proposed to be offered at UM comparison,
  - o size of facilities renewal/renovation expenses and capital debt in their annual budgets, and
  - o debt financing models (in particular identifying new/alternate debt management strategies that could be applied at UM)
- Examine how peer and other “best practice” institutions increase and maximize their summer income potential from non-summer school sources in terms of the type and volume of groups they house, the guest room rates, and the facilities they have to offer the groups housed while summer projects and repairs take buildings and spaces off-line

#### 3.9 Deliverables:

1. Provide multiple scenarios (derived from an assessment of current and proposed housing strategies and proposed new room rate structures, if any) that will assure high occupancy levels at competitive rates covering all existing and proposed operating budgets and capital debt.
2. Examine and estimate current and proposed potential summer income models in light of existing and proposed summer building repair and project schedules which limit full use of the housing inventory.
3. From the building and academic/community program opportunities identified, recommend a basis for deciding building and program priorities to fund at the different revenue and expense levels found within the multiple scenarios provided to UM.
4. Apply one or more alternate room rate structures to the existing operating budget to determine the level of total new revenue which could be realized. Subsequently, adjust any new rate structures to further cover increased operating and debt requirements that may be required to fund new academic and community program initiatives, new buildings, and additional renewal and maintenance

programs/projects.

5. For each scenario recommended, provide a comparison describing how each addresses and achieves the objectives and goals of the plan.
6. If practical, recommend achievable alternatives to the 20-year debt financing model used by the University System of Maryland.

### 3.10 Strategic Plan

The objective of the strategic plan phase is to develop a comprehensive, financially feasible plan which describes the transformation of the future on-campus student housing program.

#### 3.10 Deliverables:

1. Draft--Submit complete written draft and participate in three meetings with UM groups to discuss and refine the draft report. Additional meetings may be requested at an additional fee.
  - Executive Summary (a complete and concise summary which can serve as a stand-alone document)
  - Overview
  - The vision for the UM student experience in housing
  - Resident Life and Residential Facilities philosophies and values
  - Recommendations for serving target student populations, including analysis of previous market study and any revisions to the room rate structure
  - Recommendations for academic programs and academic engagement
  - Recommendations for facilities, including capital construction, renovation, renewal, and an analysis of the facilities study and backlog
  - Financial recommendations and strategic plan scenarios
  - Conclusion for how specific recommendations will result in the achievement of expressed vision
  - Timeline and strategy for implementing the overall plan
  - Appendices, to include but not be limited to:
    - o Information gathered in interviews, research, analysis, etc.
    - o Copies of peer strategic plans, visions, et al.
2. Final Report-
  - a. Submit a final report including all analyses, financial assessments, conclusions, and recommendations in five printed copies and in electronic form.
  - b. Supporting data such as interview summaries, research of other institutions, etc. should not be part of the report but rather should be given to UM as a stand-alone document in three printed copies and in electronic form.
  - c. Provide three oral presentations with pricing for up to two additional sessions on dates to be provided by UM.

## SCHEDULE

The schedule is subject to change at UM's sole discretion

|      |                                                    |                              |
|------|----------------------------------------------------|------------------------------|
|      | RFP Release Date                                   | July 5, 2012                 |
|      | Deadline for Questions to UM                       | July 30, 2012                |
|      | Questions and Responses Sent to All RFP Recipients | August 2, 2012               |
|      | Proposal Due Date                                  | August 9, 2012               |
|      | Proposed Interviews for Firms on Short List        | Week of August 28 – 31, 2012 |
|      | Award Notification                                 | September 7, 2012            |
| 3.1  | Project Initiation                                 | September 2012               |
| 3.2  | Interviews                                         | September - November         |
| 3.3  | Facilities Condition Assessment Analysis           | September - December         |
| 3.4  | Survey of Institutions                             | September - December         |
| 3.5  | On-Campus Housing Vision                           | September - January          |
| 3.6  | Target Populations                                 | September - January          |
| 3.7  | Academic Programs and Academic Engagement          | September - January          |
| 3.8  | Housing Facilities                                 | December - February          |
| 3.9  | Financial Analysis                                 | December - March             |
| 3.10 | Draft Strategic Plan                               | March 15, 2013               |
| 3.11 | Final Strategic Plan                               | April 30, 2013`              |

02

**Section D - Packaging and Marking**

**Not Applicable to this Procurement**

**Section E - Inspection and Acceptance**

**Not Applicable to this Procurement**

**Section F - Deliveries or Performance**

**As noted in Section C of this Solicitation**

## **Section G - Contract Administration Data**

### **1. Roles of the University of Maryland Program Manager and Procurement Officer**

The Procurement Officer is the University of Maryland's authorized representative for all pre-contract matters related to this contract. Additionally, throughout the duration of the contract, the Procurement Officer shall be the only individual with authority to modify any provisions of this contract including, without limitation, the statement of work, pricing or any other sections.

The University of Maryland Program Manager (Maria Lonsbury – 301-314-8441) and designated staff shall be the principal interface on behalf of the University of Maryland for post-award technical matters, and shall have the authority to explain and provide further details regarding the University of Maryland's expectations concerning the work to be performed hereunder and/or the items to be provided herein. The Program Manager and designated staff shall have no authority to modify any provisions of this contract.

### **2. Invoicing**

The Contractor shall provide the following invoicing services. Invoices shall reflect the price structure spelled out in Section B.

Throughout the duration of any resultant contract, the Contractor shall provide one paper copy of each invoice. The paper invoice must contain the following minimum information:

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

Direct invoices to the following address:

University of Maryland  
Attn.: Accounts Payable Department  
Chesapeake Building, Room 3104  
College Park, MD 20742

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

### **3. Schedule of Payments**

Payment will be made net 30 days after receipt of invoice following acceptance of each deliverable outlined in Section C.3 of this solicitation.

4. Assignment

No part of the work specified herein may be assigned or transferred to another Contractor without the prior written authorization of the Procurement Officer.

5. Notices

Notices under this contract shall be in writing and shall be considered effective upon personal delivery to the individual listed below or five calendar days after deposit in any U.S. mailbox, first class and addressed to the other party as follows:

For the University of Maryland:

Rex N. Fitch  
University of Maryland, College Park  
Department of Procurement & Supply  
Construction and Facilities Procurement  
0410 Service Building  
College Park, MD 20742-3111  
Telephone: 301-405-5818  
Facsimile: 301-314-3011  
Email: rnfitch@umd.edu

For Contractor: (please complete the following)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

## **Section H - Special Contract Requirements**

1. **Term of Contract**

The contract term shall commence on the date the contract is signed on behalf of the University or such later date as the University directs. The contract term shall terminate upon completion and acceptance of final deliverable (Strategic Plan) currently scheduled for April 30, 2013.

2. **Insurance Requirements**

The Contractor shall defend, indemnify and save harmless the University System of Maryland, its officers, employees and agents, from any and all claims, liability, losses and causes of actions which may arise out of the errors, omissions and performance or non-performance by the Contractor, employees or agents, of the work covered by this contract.

The Contractor shall secure, pay the premiums for, and keep in force until the expiration of this contract, including any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under this contract. The amounts of insurance coverage specified below shall be the minimum amount of available insurance to satisfy claims; a policy which allows the costs associated with investigating, management or defense of any claim, or any other cost incurred by the insured or the insurance carrier, to be deducted from the policy limits is not acceptable.

- a. Commercial General Liability Insurance including all extensions-  
\$2,000,000 each occurrence;  
\$2,000,000 personal injury;  
\$2,000,000 general aggregated
- b. Workmen's Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland. Contractors that do not maintain an office in Maryland are to provide Workmen's Compensation Insurance and Unemployment Insurance to the levels required by the laws of the State where they conduct their business.
- c. If automotive equipment is used in the operation, automobile bodily injury liability insurance with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident, and property damage liability insurance, with a limit of not less than \$2,000,000 for each accident.

All policies for liability protection, bodily injury or property damage must specifically and expressly name the University System of Maryland as an insured with respect to operations under the contract and premises occupied by the Contractor. With respect to the Contractor's liability for bodily injury or property damage under the items above, such insurance shall cover and not exclude Contractor's liability for injury to the property of the University System and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees or guests of the University System.

Each insurance policy shall contain the following endorsement: "It is understood and agreed that the Insurance Company shall notify the Procurement Officer in writing forty-five (45) days in advance of the effective date of any reduction in or cancellation of this policy." A certificate

of each policy of insurance shall be furnished to the Procurement Officer. With the exception of Workmen's Compensation, upon the request of the Procurement Officer a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company, shall be furnished. A certificate of insurance for Workmen's Compensation together with a properly executed endorsement for cancellation notice must always be furnished. The requested Certificates and Policies shall be delivered as directed by the Procurement Officer. Notices of policy changes shall be furnished to the Procurement Officer.

All required insurance coverages must be acquired from insurers registered to do business in the State of Maryland and acceptable to the University. The insurers must have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.

3. Parking

If at any time Contractor shall be on the premises of the University of Maryland, then Contractor is responsible for acquiring a valid University of Maryland parking permit, obeying all parking regulations, and paying all fines assessed for violations of parking regulations. Contractor is responsible for ensuring this clause is included in Contractor's agreements with subcontractors.

4. Minority and Disadvantaged Business Enterprise (MBE) Notice

MBE firms are encouraged to respond to this solicitation.

5. Order of Precedence (within this contract)

In the event of a discrepancy within Sections A through L of this contract, such discrepancy shall be resolved by giving precedence in the following order:

- a) Section H – Special Contract Requirements
- b) Section C – Description/Specifications/Statement of Work
- c) Remaining Sections of Part I (Sections A, B, D, E, F and G)
- d) Part II – Contract Clauses (Section I)
- e) Part III – List of Documents, Exhibits and Other Attachments (Section J)
- f) Part IV – Representations and Instructions (Section K and Section L)

## **PART II - CONTRACT CLAUSES**

### **Section I - Contract Clauses**

**1. Scope of Work**

The Scope of Work is defined in Section C of this document.

**2. Compensation and Method of Payment**

Total compensation is shown in Section A, Item 19 of this document. Method of payment is defined in Section G, Subsections 2 and 3 of this document.

**3. Contract Term**

The contract term is defined in Section H, Subsection 1 of this document.

**4. University Work Rules**

Employees and agents of Contractor shall, while on the premises of the University, comply with all University rules and regulations. Contractor shall acquaint itself with conditions governing the delivery, receiving and storage of materials at the work site if applicable to this work, as not to interfere with University operations. Contractor shall not stop, delay, or interfere with University work schedule without the prior approval of the University's specified representative.

**5. Harmony**

Contractor shall be entirely responsible for working in harmony with all others on the work site when Contractor is working on University premises.

**6. Clean Up**

Contractor agrees to clean up on a daily basis and shall at all times keep the building and premises clean of dirt, trash and debris arising out of the operation of the contract. If Contractor fails to clean up and remove such dirt, trash and debris from the job site, the University may arrange for same at Contractor's expense. Upon the completion of the work, Contractor agrees to remove promptly all implements, surplus materials and debris if applicable when it is working on the University premises.

**7. Independent Contractor**

It is understood and agreed that the Contractor is an independent contractor of the University and not an employee. The University shall not withhold income taxes, social security, or any other sums from the payments made to the Contractor hereafter. If the Contractor employs additional persons in the performance of this contract, those persons shall in no way be considered employees of the University, but rather they shall be employees or contractors of the Contractor, and the Contractor bears full responsibility for compensating those persons.

**8. Truth-In-Negotiation Certification - Not Applicable to this Procurement**

**9. Multi-Year Contracts Contingent Upon Appropriations**

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

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

**10. Variations in Estimated Quantities- Not Applicable**

**11. Liquidated Damages- Not Applicable**

**12. Specifications**

All materials, equipment, supplies or services shall conform to Federal and State laws and regulations, and to the specifications contained herein.

**13. Cost and Price Certification**

By submitting cost or price information the Contractor certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of 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 Procurement Officer.

The price under this contract and any change order or 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.

**14. Delays and Extensions of Time**

(1) The Contractor agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the work specified in this contract.

(2) Time extensions will be granted only for excusable delays that arise 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 State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

**15. Suspension of Work**

The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as he or she may determine to be appropriate for the convenience of the University.

**16. Payment of University Obligations**

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

**17. Delivery and Acceptance**

Delivery shall be made in accordance with the solicitation specifications. The University, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The University unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The University reserves the right to test any materials, equipment, supplies or services delivered to determine if the specifications have been met. The materials listed in the bid or proposal shall be delivered FOB the point or points specified prior to, or on the date specified in the bid or proposal. Any material or service that is defective or fails to meet the terms of the solicitation specifications will be rejected. Rejected materials or services shall be promptly replaced or re-performed, at the direction of the University. The University reserves the right to purchase replacement materials or services in the open market. Contractors failing to promptly replace materials or re-perform services lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

**18. Non-Hiring of Officials and Employees**

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

**19. Nondiscrimination in Employment**

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, sexual orientation (added effective October 1, 2001) 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 except a subcontract for standard commercial supplies or raw material; and (c) to post in conspicuous places accessible to employees and applicants for employment, notices setting forth the substance of this section.

**20. Financial Disclosure**

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

*NOTE: The financial disclosure form is available under "Public Disclosures" on the following web site:*

[www.sos.state.md.us](http://www.sos.state.md.us)

## **21. Political Contribution Disclosure**

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

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

*NOTE: The political contribution disclosure form is available as "Title 14" under "Campaign Finance and Campaign Fund Reporting" under the "Forms" heading of the following web site:*

[www.elections.state.md.us](http://www.elections.state.md.us)

## **22. Disputes**

- (1) This contract is subject to the University System of Maryland (USM) Procurement Policies and Procedures, and the University of Maryland Procurement Policies and Procedures.
- (2) Except as otherwise provided by law, all disputes arising under or as a result of a breach of this contract that are not disposed of by mutual agreement shall be resolved in accordance with this section.
- (3) As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this section. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this section.
- (4) Within thirty days of when the basis of the claim is known or should have been known, whichever is earlier, the claim shall be made in writing and submitted to the Procurement Officer for decision in consultation with the Office of the Attorney General, as appropriate.
- (5) When a claim 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.
- (6) The Contractor, at the discretion of the Procurement Officer, may be afforded an opportunity to be heard and to offer evidence in support of his claim.
- (7) 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. If a decision is not issued within 180 days, the Procurement Officer shall notify the Contractor of the time within which a decision shall be rendered and the reasons for such time extension. The decision shall be furnished to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. The Procurement Officer's decision shall be deemed the final action of the University.
- (8) The Procurement Officer's decision shall be final and conclusive unless the Contractor mails or otherwise files a written appeal with the Maryland State Board of Contract Appeals within 30 days of receipt of the decision.

(9) Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the Procurement Officer's decision.

### **23. Termination for Convenience**

(1) The performance of work under this contract may be terminated by the University in whole or in part, in accordance with this section, whenever the University 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 is terminated and the time when such termination becomes effective.

(2) After receipt of a Notice of Termination, and except as otherwise directed by the Procurement Officer, the Contractor shall:

(a) stop work as specified in the Notice of Termination;

(b) 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;

(c) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

(d) assign to the University, in the manner, at times, and to the extent directed by the Procurement Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the University shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(e) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Procurement Officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this section;

(f) transfer title and deliver to the University, in the manner, at the times, and to the extent, if any, directed by the Procurement Officer,

(i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and

(ii) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the University;

(g) 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 (f) above; provided, however, that the Contractor

(i) may not be required to extend credit to any purchaser, and

(ii) 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;

(h) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and

(i) 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 University has or may acquire an interest. The Contractor shall 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 them or enter into a storage

agreement covering them. Not later than fifteen (15) days thereafter, the University shall accept title to these items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the Procurement Officer upon removal of the items, or if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made before final settlement.

(3) 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. This claim shall be submitted promptly but in no event later than one (1) 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 the one-year period or authorized extension thereof. However, if the Procurement Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after the one-year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Procurement Officer may determine the claim at any time after the one-year period or any 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.

(4) Subject to the provisions of paragraph (3), 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 section, 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 (5) of this section, 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 section, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts that may be agreed upon to be paid to the Contractor pursuant to this paragraph.

(5) In the event of the failure of the Contractor and the Procurement Officer to agree as provided in paragraph (4) upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this section, the Procurement Officer shall pay to the Contractor the amounts determined by the Procurement Officer as follows, but without duplication of any amounts agreed upon in accordance with paragraph (4):

(a) for completed supplies or services accepted by the University (or sold or acquired as provided in paragraph (2) (g) above) and for which payment has not theretofore been made, a sum equivalent to the aggregate price for the supplies or services computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving of freight or other charges;

(b) the total of-

(i) the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under paragraph (5)(a) hereof;

(ii) the cost of settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (2) (e) above, which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or

materials delivered or services furnished by subcontractors or Contractors before the effective date of the Notice of Termination, which amounts shall be included in the costs payable under (g) above); and

(iii) a sum, as profit on (i) 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 (iii) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

(c) the reasonable cost of settlement accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this contract.

The total sum to be paid to the Contractor under (a) and (b) of this paragraph 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 as provided in (5) (a) and (b) (i) above, the fair value, as determined by the Procurement Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the University or to a buyer pursuant to paragraph (2) (g).

(6) Costs claimed, agreed to, or determined pursuant to (3), (4), (5) and (11) hereof shall be in accordance with USM Procurement Policies and Procedures in effect on the date of this contract.

(7) The Contractor shall have the right of appeal, under the section of this contract entitled "Disputes," from any determination made by the Procurement Officer under paragraph (3), (5), or (9) hereof, except that if the Contractor has failed to submit his claim within the time provided in paragraph (3) or (9) hereof, and has failed to request extension of the time, he shall have no right of appeal. In any case where the Procurement Officer has made a determination of the amount due under paragraph (3), (5), or (9) hereof, the University shall pay to the Contractor the following: (a) 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 (b) if an appeal has been taken, the amount finally determined on such appeal.

(8) In arriving at the amount due the Contractor under this section there shall be deducted (a) all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this contract, (b) any claim which the University may have against the Contractor in connection with this contract, and (c) 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 section, and not otherwise recovered by or credited to the University.

(9) If the termination hereunder be partial, the Contractor may file with the Procurement Officer a claim for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the Contractor for an equitable adjustment under this section 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.

(10) The University may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this contract whenever in the opinion of the Procurement Officer the aggregate of such payments shall be within the amount to which the Contractor shall be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be

due under this section, such excess shall be payable by the Contractor to the University upon demand, together with interest computed at the prime rate established by the State Treasurer for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the State; 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 such retention or disposition, or a later date as determined by the Procurement Officer by reason of the circumstances.

(11) 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 years after final settlement under this contract, preserve and make available to the University at all reasonable times at the office of the Contractor but without direct charge to the University, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under this contract and relating to the work terminated hereunder, or, to the extent approved by the Procurement Officer, reproductions thereof.

#### **24. Termination for Default**

(1) The University may, subject to the provisions of paragraph (3) below, by written notice of default to the Contractor, terminate the contract in whole or in part in any one of the following circumstances: (a) If the Contractor fails to perform within the time specified herein or any extension thereof, or (b) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Procurement Officer may authorize in writing) after receipt of notice from the Procurement Officer specifying such failure.

(2) In the event the University terminates this contract in whole or in part as provided in paragraph (1) of this section, the University may procure substitute performance upon terms and in whatever manner the Procurement Officer may deem appropriate, and the Contractor shall be liable to the University for any excess costs for substitute performance; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this section.

(3) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the University in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform shall be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if the default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless substitute performance for the subcontractor was obtainable from another source in sufficient time to permit the Contractor to meet the performance schedule.

(4) If, after notice of termination of this contract under the provisions of this section, it is determined for any reason that the Contractor was not in default under the provisions of this section, or that the default was excusable under the provisions of this section, the rights and obligations of the parties shall, if the contract contains a section providing for termination for convenience of the University, be the same as if the notice of termination had been issued pursuant to such section. If, after notice of termination of this contract under the provisions of this section, it is determined for any reason that the Contractor was not in default under the provisions of this section, and if this contract does not contain a

section providing for termination for convenience of the University, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a claim as defined in the section of this contract entitled "Disputes".

(5) If this contract is terminated as provided in paragraph (1) of this section, the University, in addition to any other rights provided in this section, may require the Contractor to transfer title and deliver to the University, in the manner, at the times, and to the extent, if any, directed by the Procurement Officer, (a) the fabricated or unfabricated parts, work in progress, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (b) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the University; and the Contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the Contractor in which the University has an interest. Payment for completed supplies delivered to and accepted by the University shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the University and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Procurement Officer; failure to agree to such amount shall be a claim as defined in the section of this contract entitled "Disputes". The University may withhold from amounts otherwise due the Contractor hereunder such sum as the Procurement Officer determines to be necessary to protect the University against loss because of outstanding liens or claims of former lien holders.

(6) The rights and remedies of the University provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(7) As used in paragraph (3) of this section, the terms, "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

## **25. Arrearages**

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

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.

## **26. Compliance with Laws**

The Contractor hereby represents and warrants that: **A.** It is qualified to do business in the state of Maryland and that it will take such actions as, from time to time hereafter, may be necessary to remain so qualified; **B.** It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this contract; and **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.

**27. Retention of Records**

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

**28. Tax Exemption**

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

**29. Registration**

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

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

[www.marylandtaxes.com](http://www.marylandtaxes.com)

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

**30. EPA Compliance**

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

**31. Occupational Safety and Health Act**

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

**32. Maryland Law Prevails**

The provisions of this contract shall be governed by the laws of Maryland

**33. Software Licensing - Not Applicable to this Procurement**

**34. MUCITA - Not Applicable to this Procurement**

**35. Applicability of Federal Laws**

If Federal contract and/or grant funds are utilized in any manner in the performance of this contract, then the University reserves the right to bind Contractor to all applicable clauses of the Federal Acquisition Regulation (FAR) and other FAR supplements, as well as all applicable provisions of the Office of Management and Budget (OMB) Circular A-110. Contractor agrees to promptly complete and return to the University any related forms and/or affidavits as may be required.

**36. Protests and Claims**

Any protest regarding the award of this contract or claim arising out of this contract shall be administered in accordance with the University System of Maryland Procurement Policies and Procedures, Section X - Protests and Claims. Detail is available by accessing the following web site: [www.purchase.umd.edu](http://www.purchase.umd.edu) Click on this web site, then select the category "Policies and Procedures", followed by "USM Procurement Policies and Procedures".

**37. Intellectual Property**

Intellectual Property Warranty and Indemnification. The Contractor represents and warrants that any materials or deliverables, including all Works, provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If deliverables, materials or Works provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, University shall have the right, in its sole discretion, to require Contractor to produce, at Contractor's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the University under law or equity. Contractor further agrees to indemnify and hold harmless the University, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Contractor receives payment under this contract, University shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

**38. E-Maryland Marketplace**

All vendors interested in conducting business with the University of Maryland must register at: [www.emarylandmarketplace.com](http://www.emarylandmarketplace.com) <http://www.emarylandmarketplace.com/>. Registration is free.

eMarylandMarketplace™ is the State of Maryland's Internet-based procurement system. Registered vendors can access bid solicitations and receive email notification when new solicitations are posted.

**39. Eligibility to Purchase - Not Applicable to this Procurement**

**40. Use of Agreement by Third Parties – Not Applicable to This Procurement**

**41. Proposal Affidavit**

The enclosed Proposal Affidavit shall be completed and submitted to the Procurement Officer as part of Contractor's proposal.

**42. Contract Affidavit**

Only the successful firm needs to complete and submit the enclosed Contract Affidavit, after receiving an "intent to award" notice.

**43. Changes**

The Procurement Officer may at any time, by written order, make unilateral changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.

- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when any supplies to be furnished are to be specially manufactured for the University in accordance with the drawings, designs, or specifications.
- (5) Method of shipment or packing of supplies.
- (6) Place of delivery.

The section entitled “Delays and Extensions of Time” prohibits the Contractor from making charges or claims for damages for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. If a change, as allowed above, causes an increase or decrease in the cost of the work which is not time-related, the University shall make an equitable adjustment in the contract price and shall modify the contract.

The Contractor must assert its right to an adjustment under this section within 30 days from the date of receipt of the written order. Any request for an adjustment must be submitted in writing to the Procurement Officer.

Failure to agree to any adjustment shall be a dispute under the Disputes section. However, nothing in this section shall excuse the Contractor from proceeding with the contract as changed.

### **PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

#### **Section J - List of Attachments**

-Student Housing Market Analysis Report: Available at the following website:  
<http://www.residentlife.umd.edu/>. Click on Student Housing Market Analysis.

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

**Section K - Representations, Certifications, and Other Statements of Contractors**

## PROPOSAL AFFIDAVIT

\_\_\_\_\_ (Company Name)

### A. AUTHORITY

I HEREBY AFFIRM THAT:

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

### B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

#### B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or

(4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

#### C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

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, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, 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):

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#### D. 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, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) 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 in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) 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 subsections (1)—(5) above;

(7) 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;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) 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 in §§B and C and subsections D(1)—(8) 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):

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#### E. 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, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including 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).

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F. 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 Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code 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):

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G. 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.

H. 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.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has 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.

J. 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, bona fide agent, bona fide salesperson, or commercial selling agency 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, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. ACKNOWLEDGEMENT

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 this 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 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: \_\_\_\_\_ (print name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)

\_\_\_\_\_ (Company Name)

## **CONFLICT OF INTEREST INFORMATION**

A. Each solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of a State contract shall provide notice of the requirement of this regulation.

B. "Conflict of interest" means that, because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

C. "Person" has the meaning stated in COMAR 21.01.02.01B (64) and includes a bidder, offeror, Contractor, consultant or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

D. If the Procurement Officer makes a determination prior to award that facts or circumstances exist giving rise or which could in the future give rise to a conflict in interest, the procurement officer may reject a bid or offer under COMAR 21.06.02.03B.

E. After award the State may terminate the contract, in whole or in part, if it deems such termination necessary to avoid an actual or potential conflict of interest. If the Contractor knew or reasonably could have been expected to know of an actual or potential conflict of interest prior to or after award and did not disclose it or misrepresented relevant information to the Procurement Officer, the State may terminate the contract for default, institute proceedings to debar the Contractor from further State contracts, or pursue such other remedies as may be permitted by law or the contract.

F. A conflict of interest may be waived if the Procurement Officer, with approval of the agency head or designee, determines that waiver is in the best interest of the State. The determination shall state the reasons for the waiver and any controls that avoid, mitigate, or neutralize the conflict of interest.

G. Each bidder or offeror responding to a solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of another State contract shall provide the affidavit and disclosures set forth in Subsection H of this regulation to the Procurement Officer with the bid or offer and such other times as may be required by the Procurement Officer.

H. The affidavits and disclosures required by Subsection G of this regulation shall be in substantially the same form as follows:

## CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or offeror warrants that, except as disclosed in D below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explains in detail--attach sheets if necessary):

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E. The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror will immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the Procurement Officer of any contrary action to be taken.

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:** \_\_\_\_\_  
(Signature of Authorized Representative and Affiant)

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Federal Employer Identification Number (FEIN):** \_\_\_\_\_

## **PRINCIPLES OF SOCIAL RESPONSIBILITY and SOCIAL RESPONSIBILITY AFFIDAVIT INFORMATION**

### **I. Principles of Social Responsibility**

A. As provided for in Section VIII. C. of the University System of Maryland Procurement Policies and Procedures, the University is required to make purchases from and award contracts to “responsible” contractors. The Procurement Officer may use certain factors, including but not limited to a satisfactory record of integrity and business ethics to determine if a bidder or offeror is responsible. The University has determined that a bidder or offeror’s record of integrity and business ethics includes a demonstrated commitment to providing goods and services in an ethical, and socially and environmentally responsible manner by compliance with all applicable:

- (1) Federal and state labor relations and employment laws;
- (2) Federal and state non-discrimination in employment laws;
- (3) State of Maryland Commercial Nondiscrimination laws;
- (4) State of Maryland, Minority Business Enterprise (“MBE”) laws; and,
- (5) Federal and state health, safety and environmental laws.

The above laws are referred to as “Social Responsibility Laws.” The bidder or offeror’s compliance with the above laws is referred to as “Social Responsibility.”

B. Each bidder or offeror shall complete a Social Responsibility Affidavit, in the form that follows, as part of a bid or proposal submitted to the Procurement Officer in response to any solicitation to furnish goods or services of any kind including, but not limited to architectural or engineering services; construction; construction related services; maintenance; consulting; information technology (hardware, software and services); equipment or other commodities.

C. The Procurement Officer shall consider information provided in the Social Responsibility Affidavit to determine if a bidder or offeror is responsible. A determination that a bidder or offeror is not responsible may be considered as the basis for eliminating that bidder or offeror from further consideration for a contract award.

D. After award, the University may terminate a contract for default if the bidder or offeror did not disclose the requested information; misrepresented relevant information to the Procurement Officer; or was subject to a final judgment of non-compliance with applicable Social Responsibility Laws post-award. In such cases, the University may also institute proceedings to debar the vendor from further State contracts, or pursue such other remedies as may be permitted by law or the contract.

## **SOCIAL RESPONSIBILITY AFFIDAVIT AND DISCLOSURE**

A. The bidder or offeror agrees that if it is the subject of a final, non-appealable judgment with respect to compliance with applicable Social Responsibility Laws after the date of this affidavit, the bidder or offeror will immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken or proposes to take to correct the violation. If the contract has been awarded and performance has begun, the vendor shall continue performance until notified by the Procurement Officer of any contrary action to be taken.

### **B. CERTIFICATION OF COMPLIANCE WITH SOCIAL RESPONSIBILITY LAWS**

#### **I HEREBY AFFIRM THAT:**

(1) There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for noncompliance with federal or state labor relations and other employment laws or regulations, including but not limited to the National Labor Relations Act, as amended; the Davis-Bacon Act, as amended; the Fair Labor Standards Act, as amended; the Maryland Living Wage law, State Finance and Procurement Article, §18-101 et seq., Annotated Code of Maryland; the Maryland Prevailing Wage law, State Finance and Procurement Article, §17-201 et seq., Annotated Code of Maryland; federal and state child labor laws; federal minimum wage laws and; the Family Medical Leave Act, except as follows (explain below or add additional sheets):

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(2) There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for violation of federal or state non-discrimination in employment laws or regulations, including but not limited to laws prohibiting discrimination on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or disability unrelated in nature and except so as to reasonably preclude the performance of the employment, except as follows (explain below or add additional sheets):

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(3) There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for violation of the State of Maryland Commercial Non-Discrimination Policy, State Finance and Procurement Article, §19-101 et seq., Annotated Code of Maryland, except as follows (explain below or add additional sheets):

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(4) There have been no instances during the last five years of failure by the bidder or offeror to meet mutually agreed upon goals for minority business participation (MBE) on projects performed for the University or any other State of Maryland agency, or any other sanctions for MBE program non-compliance; or any final, non-appealable judgment of noncompliance with the State of Maryland Minority Business Participation law, State Finance and Procurement Article, § 14-308 et seq., Annotated Code of Maryland, except as follows (explain below or add additional sheets):

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(5) There has been no final, non-appealable judgment made during the last five years against the bidder or offeror for violation of federal or state health, safety or environmental laws or regulations, including but not limited to the U.S. Occupational Safety and Health Act standards; Maryland Occupational Health and Safety laws, State Labor and Employment Article, § 5-101 et seq., Annotated Code of Maryland, or the Federal Noise Control Act of 1972, except as follows (explain below or add additional sheets):

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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: \_\_\_\_\_  
(Authorized Representative and Affiant)

\_\_\_\_\_  
(Company Name)

## CONTRACT AFFIDAVIT

**to be completed by the successful firm only!** (Company Name)

### 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 (incorporated in Maryland) or ☐ foreign (incorporated outside of Maryland);
- (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 A FOREIGN CORPORATION) filed with the State Department of Assessments and Taxation is:

Name: \_\_\_\_\_

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](mailto: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](http://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](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)

\_\_\_\_\_ (Company Name)

Affidavit of Agreement  
Maryland Living Wage Requirements-Service Contracts

Re: Solicitation No. \_\_\_\_\_

Offer/Bid submitted by (name of firm)\_\_\_\_\_

Address\_\_\_\_\_

City\_\_\_\_\_ State\_\_\_\_\_ Zip Code\_\_\_\_\_

The Undersigned, being an authorized representative of the above stated Proposor/Offeror, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract.

The Proposor/Offeror agrees to pay employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their employees who are subject to the living wage for hours spent on a State contract for services. The Proposor/Offeror agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

(If applicable) The Proposor/Offeror provides the following reasons why the affirmations above cannot be given and affirms that it is exempt from Maryland's Living Wage Law for the following reasons:\_\_\_\_\_

\_\_\_\_\_.

Name of Authorized Representative: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness Name (Typed or Printed)

\_\_\_\_\_  
Witness Signature Date

## **Section L - Evaluation Factors for Award**

### **A. EVALUATION COMMITTEES**

The Procurement Officer shall establish separate technical and financial evaluation committees to review and rate the proposals. The financial evaluation committee may be composed of the Procurement Officer and any other individuals appointed by the Procurement Officer. The technical evaluation committee shall be composed of other individuals appointed by the Procurement Officer.

### **B. ACCEPTABILITY OF PROPOSALS:**

The Procurement Officer shall determine which contractors have met the basic requirements of the RFP. Failure to comply with any mandatory requirement will normally disqualify a contractor's proposal. The Procurement Officer shall have the sole authority to determine whether any deviation from the requirements of this RFP is substantial in nature. The Procurement Officer may waive or permit to be cured minor irregularities or minor informalities in proposals that are immaterial or inconsequential in nature, whenever it is determined to be in the University's best interest. In addition, the Procurement Officer may reject in whole or in part any and all proposals if such is in the University's interest, and may reject proposals that are outside the competitive range financially, without performing a technical evaluation. The University may accept other than the lowest priced offer. The Procurement Officer may conduct discussions with contractors in any manner deemed necessary to best serve the interests of the University. The Procurement Officer may limit the competitive range to firms highly rated technically by the University for purposes of efficiency. The University reserves the right to make an award to more than one contractor or to split an award among contractors.

### **C. TECHNICAL EVALUATION**

The technical evaluation committee ("Committee") shall conduct its evaluation of the technical merit of the proposals in accordance with the requirements and specifications of the solicitation. The Contractor must satisfy and explicitly respond to ALL the requirements and specifications, including a detailed explanation of how each item listed in the requirements and specifications is to be met.

1. Each proposal response must contain a **table of contents** of the elements within the proposal and be in the following format or the University may deem the proposal nonresponsive:

#### **A. Cover Letter:**

A transmittal letter prepared on the proposer's business stationery shall accompany the technical proposal. The purpose of this letter is to transmit the technical proposal; therefore, it should be brief, but shall confirm the proposer's intent to be bound by the technical proposal, if accepted.

The firm should affirm that the work product and all deliverables pursuant to this RFP will be owned by the UM and grant permission for UM to use the report and the firm's name to establish credibility with various authorities, underwriters and rating agencies or for whatever UM deems appropriate at its sole discretion. The letter shall be signed by an individual authorized to bind the firm to all statements contained therein.

**B. TECHNICAL EVALUATION FACTORS** – The factors that will be used by the committee for the technical evaluation of proposals for this procurement are listed below in order of importance:

1. **Qualifications:** Overview of firm describing previous experience with housing facilities conditions, housing-related finances, and housing in support of academics
2. **Experience on Similar Projects:**  
Listing of five similar projects undertaken by the firm within the last five years and for each provide:
  - Name and size of the university
  - Description of objective of the project
  - Outline of major content areas covered
  - The approach/methodology taken
  - Similarities of the referenced project to this project
  - Start date, original completion date at time of award and the actual completion date of the project
  - Name of the firm's project manager for the referenced project, address, and current telephone number

**EVALUATION CRITERIA:** *Experience that clearly demonstrates the proposer's knowledge of, and ability to, successfully perform work similar to that contemplated by the specifications/statement of work.*

**3. Proposer's Personnel:**

- Key Personnel: Resumes for each of the staff members (including any subcontractor staff) to be assigned to the project which detail the number of years with the firm and associated projects as well as years with other firms doing similar work and associated projects.
- Organization chart illustrating roles and reporting relationship of project staff (including any subcontractor staff).
- Identify the person who will be responsible for the day-to-day contact between the firm and the University.

- Additional material the firm deems appropriate (attach as Appendix).

**EVALUATION CRITERIA:** *Responses that fully address all personnel information detailed above.*

#### 4. Work Plan:

- Proposed philosophy and approach regarding strategic planning for student housing
- For each phase listed in the RFP, provide a detailed description of the proposed methodology pertaining to tasks and deliverables and of the roles and purposes of major constituent groups involved. Ensure that the proposed process is fully explained.
- State the number of interviews required and a description of the participant types for each. Describe any other staff or stakeholders that should be involved
- Describe the input process for gaining information from students, staff, and stakeholders, including any surveys that may be taken.
- State any project components that will be assigned to subcontractors.
- Include a specific timeline with project milestones for accomplishing the project scope within the stated deadline. State any perceived challenges to completing the stated work within the timeline.
- Describe any recommended changes to this scope of work.

**EVALUATION CRITERIA:** *Proposers will be evaluated based on their understanding of the project scope, the general execution plan, and by their presentation of the project challenges and the feasibility of the proposed milestone schedule.*

#### 5. References:

- 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.

- The University reserves the right to check other reference sources at its sole discretion, including sources not identified by the proposer. The University may also consider the performance of the proposer on any/all projects performed for the University prior to submittal of this proposal, including ongoing/active projects, whether identified by the proposer or not.

**EVALUATION CRITERIA:** *Positive feedback from references identified by the proposer. Positive feedback from any other reference sources identified by the university.*

#### 6. **Economic Benefit Factors:**

The Offeror shall submit a narrative describing the estimated benefits that will accrue to the Maryland Economy during the term of this contract, as a direct or indirect result of the Offeror's performance of this contract.

NOTE: Because this submission is part of the Offeror's Technical Proposal, it must not contain any statement of actual or estimated dollar amounts for any of the sub-factors shown below. Instead, the Offeror is instructed to quantify the economic benefit as a percentage of the Offeror's total Price Proposal (wherever so indicated in brackets): **Contractor is NOT to include any details of their price proposals with this information.**

Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered. Offerors shall take into consideration the following factors:

- 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 ventures partners. Be as specific as possible. Provide a breakdown of expenditures in this category.
- 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.
- 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.

- Estimated Percentage of Subcontract/Supplier dollars committed to Maryland small business and MBEs. (There are also included under the first category (a) above.)
- 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.
- 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

#### **D. FINANCIAL EVALUATION:**

The separate financial volume will be distributed to the financial evaluation committee. This information will then be used to establish a financial ranking. Information from the price proposal sheet(s) contained in Section B will be used to compute the total price.

#### **E. BASIS OF AWARD:**

Financial rankings of proposals will be combined with the corresponding technical ranking to determine a final ranking for each proposal. **Technical merit will have greater weight than price.** The more closely proposals are ranked technically, the more important price will become. The Procurement Officer will recommend contract award to the responsible contractor or contractors whose proposal is (are) determined to provide overall best value to the University, considering the evaluation factors in this RFP, and price.

#### **F. NEGOTIATION:**

The University has the right to accept the best proposal as submitted, without discussion or negotiation. Contractors should therefore not rely on having a chance to discuss, negotiate and adjust their proposals.

Contractors who submit proposals initially judged by the Procurement Officer to be reasonably susceptible of being selected for award may be asked to discuss their proposals with the University to facilitate arrival at a contract most advantageous to the University. If the

Procurement Officer determines that discussion is in the best interest of the University, the Procurement Officer will advise contractors in the competitive range to submit a best and final offer for consideration after discussions are held.

However, discussions may not be conducted if the Procurement Officer determines either that discussions are not in the best interests of the University or that discussions need not be conducted: (a) with respect to prices that are fixed by law or regulation, although consideration shall be given to competitive terms and conditions; (b) because the time of delivery or performance does not permit discussions; or (c) because it can be demonstrated clearly from the existence of adequate competition or accurate prior price experience with the particular item that acceptance of an initial offer without negotiation would result in a fair and reasonable price.