REQUEST FOR PROPOSAL #BC-20995-K
FOR
ON CALL ROOFING

Issue Date: March 30, 2017

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<thead>
<tr>
<th>SIGNIFICANT MILESTONES</th>
<th>TIME</th>
<th>DATE</th>
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<tbody>
<tr>
<td>Issue Date</td>
<td>4:00 PM DST</td>
<td>Thursday, March 30, 2017</td>
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<tr>
<td>Pre-Proposal Meeting</td>
<td>10:00 AM DST</td>
<td>Thursday, April 6, 2017</td>
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<tr>
<td>Location: UMBC Administration Building, Room 729</td>
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<tr>
<td>Deadline for Questions</td>
<td>2:00 PM DST</td>
<td>Tuesday, April 11, 2017</td>
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<tr>
<td>Technical Proposal Due Date</td>
<td>2:00 PM DST</td>
<td>Tuesday, April 18, 2017</td>
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<tr>
<td>Interview/Discussion Sessions</td>
<td>(Short-listed firms only)</td>
<td>May 15-16, 2017</td>
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<tr>
<td>Location: TBD</td>
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<tr>
<td>Price Preproposal Meeting</td>
<td>(Short-listed firms only)</td>
<td>May 25, 2017</td>
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<tr>
<td>Price Proposal Due Date</td>
<td>(Short-listed firms only)</td>
<td>June 9, 2017</td>
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WARNING: Prospective proposers 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 Request for Proposal or other communications can be sent to them. Any prospective proposer who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.
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SOLICITATION SCHEDULE

RFP #BC-20995-K

Issue Date: March 30, 2017

Pre-Proposal Conference: April 6, 2017 @ 10:00AM in Administration Building (AD), Room 729

Last Day for Questions: April 11, 2017 @ 2:00PM in writing to jkenny@umbc.edu

Technical Proposal Due Date: April 18, 2017 @ 2:00PM DST to AD, Room 732 or emailed to Technic.y951rv0txhccr4o3@u.box.com

Interview/Discussion Session(s) (only with the shortlisted firms): May 15-16, 2017

Price Proposal Due Date (will only be requested of shortlisted firms following the technical evaluation): June 9, 2017 @ 2:00PM DST

Contractor(s) Selection Anticipated to be Finalized: June 22, 2017

Agreement Executed by Selected Contractor(s): June 30, 2017

Contract Commencement: July 5, 2017
SECTION I:
SUMMARY INFORMATION

A. SUMMARY STATEMENT/OBJECTIVE

The University of Maryland Baltimore County (UMBC) and Towson University (TU), intends to select multiple qualified commercial/institutional roofing contractors (firms) for the following categories:

1. On Call Maintenance and Repair including inspection of multiple types of roof systems and related building envelope construction for the UMBC and TU campuses on an on-call, as needed basis;
2. Roof Replacement projects; and,
3. Slate Roof Repair and/or Replacement projects.

Proposers may respond to one, two or all of these categories as it is anticipated that separate awards will result for each category.

It is anticipated that a separate list of awardees will result for each category. A proposer may be recommended for the award in only one, or in both categories.

The On-Call Contractors for the On Call Maintenance and Repair category must be experienced and qualified to provide all labor, materials, equipment, supplies, supervision and other resources as required for roof services, emergency roof services and roof maintenance projects on a ‘Time and Material, Not to Exceed’ or ‘Lump Sum’ basis as specified by authorized personnel of the University of Maryland Baltimore County and Towson University.

The On-Call Contractors for Roof Replacement projects must be experienced and qualified to provide all labor, materials, equipment, supplies, supervision and other resources as required for a variety of roof types. On Call Contractors for the Roof Replacement projects will receive task order opportunities for those Roof Replacements for which the firm is certified by the manufacturer as a factory trained, authorized installer.

The On-Call Contractors for Slate Roof Repair and/or Replacements must be experienced and qualified to provide all labor, materials, equipment, supplies, supervision and other resources as required for slate roof replacements and/or repair on a ‘Time and Material, Not to Exceed’ or ‘Lump Sum’ basis as specified by authorized personnel of Towson University. (Only Towson University has slate roofs.)

Refer to Section III and Appendix E of this RFP for further information regarding the anticipated scope and implementation of the awarded contracts.

B. ISSUING OFFICE

University of Maryland Baltimore County
Department of Procurement
Administration Building, Room 732
1000 Hilltop Circle,
Baltimore, MD 21250
Attn: John Kenny  
(410) 455-3945  
Fax: (410) 455-1009  
E-mail: Jkenny@umbc.edu

The Issuing Office shall be the sole point of contact with the University for purposes of preparing and submittal of this proposal. All questions are to be directed to the Issuing Office.

C. QUESTIONS AND INQUIRIES

1. Questions and inquiries should be directed to the individual referenced with the Issuing Office as stated above. All such questions and inquiries must be submitted in writing to John Kenny at jkenny@umbc.edu and received per the Cover and the Solicitation Schedule. Inquiries will receive a written reply. Copies of replies will also be sent to all other proposers, but without identification of the inquirer.

2. Oral explanations or instructions will not be binding; only written Addenda will be binding. Any Addenda resulting from these requests will be posted on UMBC’s Box.com at https://umbc.box.com/v/OnCallRoofing and UMBC’s eBid Board (http://procurement.umbc.edu/bid-board/). The Proposer shall acknowledge the receipt of all addenda by submitting the “Acknowledgement of Receipt of Addendum” Form.

D. PRE-PROPOSAL CONFERENCE

There will be a Pre-Proposal Conference held in conjunction with the RFP. The conference will be held in accordance with the Solicitation Schedule. While attendance at the Pre-Proposal Conference is not mandatory, information presented may be very informative; therefore, all interested Proposers are encouraged to attend in order to be able to better prepare acceptable proposals.

At the Pre-Proposal conference, potential proposers will have an opportunity to: (1) ask questions regarding the specifications and general conditions, and (2) receive any additional information relating to this contract. A Site Visit of the UMBC Commons Roof Replacement project will also be conducted as part of this conference. Clarifications, modifications, or additional information resulting from the Pre-Proposal conference to support the RFP will be issued by written addendum.

E. DELIVERY OF PROPOSALS

1. ELECTRONIC: Technical Proposals are to be delivered electronically, by the due date and time noted below in Item E, “Proposal Due Date and Time”. Late responses cannot be received or considered. The proposals are to be uploaded electronically to the following e-mail address: 
   Technic.y951rv0txhccr4o3@u.box.com

   OR
2. **HARD COPY**: Technical Proposals are to be hand-carried or mailed to the University to the following address in the form of CD, thumb drive or bound paper form:

   University of Maryland Baltimore County  
   Department of Procurement  
   1000 Hilltop Circle, Administration Building, Room 732  
   Baltimore, MD 21250  
   Attention: John Kenny

F. **TECHNICAL PROPOSAL DUE DATE AND TIME**

1. In order to be considered, Technical Proposals must arrive at the Issuing Office by the date and time per the Solicitation Schedule, as well as listed on the cover of this RFP.

   a. By submitting the Proposal via UMBC Box (see E.1 above), the Proposer grants UMBC the right to reproduce and distribute copies of the Technical Proposal internally for evaluation purposes.

   b. If submitted in hard copy (See E.2 above), Technical Proposals must be in a sealed envelope or container. Proposers should clearly mark the original hard copy of the Technical Proposal, as this is considered by UMBC to be the official Offer from the Proposer.

   c. By providing a CD or flash drive or by submitting the Proposal via UMBC Box, the Proposer grants UMBC the right to reproduce and distribute copies of the Technical Proposal internally for evaluation purposes.

   d. The Technical Proposal provided on the CD/flash drive or via UMBC Box must be compiled as one document and provided in pdf and WORD/Excel for ease of use by UMBC.

   e. No pricing information is to be provided in the Technical Proposal; if any pricing information is included, the Proposal may be deemed not susceptible of the award by the Procurement Officer.

**NOTE:** One of the two Administration Building elevators will be out of service until November, 2017. Please allow adequate time to hand-deliver proposal as there is only one operable elevator or to use the stairwells to deliver your proposals to the 7th Floor (Room 732).

**NOTE:** All UMBC mail goes through the UMBC mailroom, so please leave sufficient time for the mail distribution. A mailed (via US Post Office) proposal is not considered "received" until the document reaches the above room at UMBC. Proposals delivered to the campus central mail facility or to locations other than Room 732 in the UMBC Administration Building will not be considered "received" by UMBC until they arrive at Room 732 in the Administration Building and are clocked in. The University will not waive delay in delivery resulting from the need to transport a proposal from another campus location to Room 732, or error or delay on the part of the carrier.

Proposals received after the established closing date and time cannot be considered. Proposers are advised that a proposal is not considered "received" until it is delivered to the specific location; that is, a proposal must be received in Room 732 by the due date and time in order to be considered. Proposers must allow sufficient time, therefore, to ensure that their proposal is "received" in accordance with this paragraph.
2. Price Proposals are **not** requested at this time. Refer to the Solicitation Schedule for the anticipated due date and time of Price Proposals. Price Proposals will be requested at the appropriate time via addendum of all applicable shortlisted firms. Delivery of Price Proposals will be made in the same manner as described in E. above.

G. **DURATION OF PROPOSAL OFFER**

Proposals are to be held valid for 120 days following the closing date for this RFP. This period may be extended by mutual agreement between the vendor and the University.

H. **TERM OF CONTRACT**

This Contract is to be for an initial period of two (2) years from the date of award. The University retains, at its unilateral discretion, the right to renew any resulting contract(s) for eight (8) additional one-year periods, with no increase in the Contractor's quoted rates and mark-ups, except as described below and approved by the University. The renewals will be exercised at the sole discretion of the University. At the time of each renewal, the Contractor must update all roof manufacturers’ certifications that it holds by providing proof of such certifications to the University. As well, at the end of the first year of the initial period of the contract and at each renewal, the Contractor may add or delete such manufacturers’ certifications that may have been obtained (or deleted) by the Contractor in the prior twelve months.

For a Multi-Year Contract or any contract where pricing adjustments may be contemplated during the contract term or subsequent renewal options, it will be the responsibility of the Contractor to request a price increase, if any, at least ninety (90) days prior to the end of the then current contract term. Any price increase not received by that time, will **not** be considered and pricing in the renewal term will remain as stated during the just completed contract term. A price increase, if any, shall not exceed the consumer price index for “All Urban Consumers” as published by the U.S. Department of Labor Statistics. For purposes of calculating the potential increase, the Consumer Price Index for the period ending on February 28th will be used. Statistics will be referenced as a **cap** for negotiating purposes only. Contractor is not to assume that any price increase will be applied to yearly renewals, as this is at the sole discretion of the University.

I. **EVALUATION OF OFFERS**

Contract awards will be made to the responsible proposers whose proposals best meets the needs of the University as determined by the Procurement Officer. All proposals will be evaluated by an University Evaluation Committee. After considering the factors set forth in this RFP, the committee will make recommendations for the award of the contract(s) to the vendor(s) whose proposal is/are determined to be the most advantageous to the University. It is anticipated that multiple awards will result from this RFP and that a **separate list of awardees will be established for each category**, that is 1) a list of awardees for On Call Maintenance and Repair, 2) a list of awardees for Roof Replacements, and 3) a list of awardees for Slate Roof Repairs/Replacements. A successful proposer may be awarded a contract in only one or in both categories. Successful Proposers may be awarded contracts in one or both categories at the University’s discretion.
J. **PROPOSAL ACCEPTANCE**

The University reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP, to waive minor irregularities, to negotiate in any manner necessary to best serve the interest of the University. Further, the University reserves the right to make a whole award, multiple awards, a partial award or no award at all. Proposers judged by the procurement officer not to be responsible or proposers whose proposals are classified as not reasonably susceptible of being selected for award shall be so notified. The University reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services.

K. **FORMATION OF AGREEMENT/CONTRACT OR ISSUANCE OF PURCHASE ORDER**

The Contract to be entered into as a result of this RFP (the “Contract”) shall be by and between the proposer as contractor and the University in the form of a University Contract found in Appendix C. The Contractor's obligations and duties under this Contract shall include, but are not limited to, the terms, conditions and specifications contained in RFP No. BC-20995-K, and any amendments or changes thereto as well as the Contractor's proposal submitted in response to the RFP. Proposers must understand and acknowledge that UMBC, as an agency of the State of Maryland, cannot indemnify the Contractor, submit to binding arbitration, or agree to pay the Contractor’s attorney’s fee.

L. **ORDER OF PRECEDENCE**

The contract between the parties will consist of those items named in “K” above. In the event of a conflict, the terms of the University Contract and/or RFP No. BC-20995-K, whichever is applicable, shall prevail in order to protect the University against obscure, unrecognized conflicts between the solicitation and a Proposer’s proposal.

M. **PROPOSAL AFFIDAVIT AND CERTIFICATIONS**

State procurement regulations require that proposals contain certifications regarding non-collusion, debarment, cost and price, etc. The affidavit form, which should be completed by all respondents and returned with their respective responses, is included in Appendix A of the RFP.

**END OF SECTION I**
SECTION II:

GENERAL INFORMATION FOR VENDORS

A. PURPOSE

Refer to Section I, Paragraph A. for a summary of the objective and purpose of this RFP.

B. GENERAL INFORMATION FOR VENDORS

1. Proposals must be made in the official name of the firm or individual under whom business is conducted (showing official business address) and must be signed by a duly authorized person.

2. Each proposer must furnish all information required by the proposal request. Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent of the corporation must be accompanied by evidence of their authority.

3. This Request for Proposals creates no obligation on the part of the University to award the contract or to compensate proposers for proposal preparation expenses.

4. The University reserves the right to award a contract based upon the proposals received without further negotiations. Vendors should therefore not rely on having a chance during negotiations to change the information contained in their proposal.

5. Before the award of a contract, UMBC may require the proposer to submit evidence of any information related to the financial, technical, and other qualifications and abilities of the proposer.

C. ADDENDA TO THE RFP

Any additional information not addressed in this RFP in response to an inquiry received by the Procurement Officer will be answered in writing as an addendum to the RFP. Copies of the addenda will be posted to UMBC’s Box.com at https://umbc.box.com/v/OnCallRoofing and UMBC’s the eBid Board at http://procurement.umbc.edu/bid-board/. It is the responsibility of the vendor to check the websites frequently until the opening date for addenda, amendments and changes. Reasonable efforts will be made to avoid the identification of Proposers in any addenda. For purposes of this RFP, there shall be no other communication between UMBC and Proposers other than as described in this paragraph.

RECEIPT OF THE ADDENDA, AMENDMENT AND/OR CHANGE ISSUED MUST BE ACKNOWLEDGED IN WRITING BY PROSPECTIVE PROPOSERS AND EACH INCLUDED IN THE TECHNICAL PROPOSAL. An “Acknowledgement of the Receipt” Form (found in Appendix A) for all amendments, addenda, and changes issued shall be required from all vendors submitting a proposal.
D. **CANCELLATION OF THE RFP**

The University may cancel this RFP, in whole or in part, at any time.

E. **INTERVIEW/DISCUSSION SESSION(S)**

The University intends to interview only the short-listed Proposers in conjunction with their written proposals. The University requests that the Proposer have all of their Key Personnel members available on the date(s) specified in the Procurement Schedule for these interview session. Refer to Section IV, Article 3 for further information regarding the Interview/Discussion Sessions.

F. **INCURRED EXPENSES**

The University will not be responsible for any costs incurred by any vendor in preparing and submitting a proposal, delivery of or return of representative samples (if applicable).

G. **ECONOMY OF PREPARATION**

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

H. **ACCEPTANCE OF TERMS AND CONDITIONS**

By submitting a proposal in response to this RFP, the firm accepts the terms and conditions set forth in this RFP.

I. **PROCUREMENT REGULATIONS**

This RFP and any resulting contract shall be governed by the USM Procurement Policies and Procedures and the State Finance and Procurement Article of the Annotated Code of Maryland and by State Procurement Regulations, Code of Maryland Regulations Title 21, as applicable.

J. **MULTIPLE PROPOSALS**

Vendors may not submit more than one proposal.

K. **ALTERNATE SOLUTION PROPOSALS**

Vendors may not submit an alternate to the solution given in this RFP.
I. **TELEGRAPHIC/FACSIMILE PROPOSAL MODIFICATIONS**

Vendors may modify their proposals by facsimile communication at any time prior to the due date and time set to receive proposals provided such communication is received by the University prior to such time and, provided further, the University is satisfied that a written confirmation of the modification with the signature of the proposer was mailed prior to the time and date set to receive proposals. The communication should not reveal the proposal price but should provide the addition or subtraction or other modification so that the final prices, percent or terms will not be known to the University until the sealed proposal is opened. If written confirmation is not received within two (2) days from the scheduled proposal opening time, no consideration will be given to the modification communication. No telephone or facsimile price proposals will be accepted.

M. **CONTRACTOR RESPONSIBILITIES**

The University shall enter into contractual agreement with the selected offering vendor(s) only. The selected vendor(s) shall be responsible for all products and/or services required by this RFP. Subcontractor services, if any, shall be identified and a complete description of their role relative to the proposal shall be included. The University’s intent is not to direct the use of any particular subcontractor, however, the vendor will not contract with any such proposed person or entity (i.e. subcontractor) to whom the University has a reasonable objection. Notification of such objection will be made by the University within 15 days of contract. The vendor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them.

N. **PUBLIC INFORMATION ACT**

Proposers must specifically identify those portions of their proposals, if any, which they deem to contain confidential, proprietary information or trade secrets and must provide justification why such material should not, upon request, be disclosed by the University under the Public Information Act, Part III, Title 10, State Government Article, Annotated Code of Maryland.

Vendors must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret (it IS NOT sufficient to preface your proposal with a proprietary statement). Failure to comply may result in rejection of your proposal.
O. MINORITY BUSINESS ENTERPRISE NOTICES

It is the intent of the University to maximize minority business opportunities. A minimum MBE participation goal of 5%* of the total amount of the contract* has been established for this procurement. This goal applies to all firms regardless of whether the prime contractor is or is not a MBE firm. The “Certified MBE Utilization and Fair Solicitation” form in Appendix A must be completed and returned with the Technical Proposal certifying the Proposer’s intent to provide the requirement MBE participation. Refer to Appendix F for further information on the MBE Program and required documentation.

*Each awarded contractor is to meet the 5% goal on the cumulative total amount of all projects awarded to it under the resulting contract. It is not required that the successful contractors meet 5% on each project awarded as the nature of the scope of work for an individual project may be for maintenance only, replacements only, or both, and as a result, may vary significantly as to the subcontracting and supplier opportunities. It is therefore understood by UMBC and by Towson that the MBE percentage achieved will vary from project to project, with some projects requiring less than, equal to, or greater than 5% in order that the overall MBE goal will be reached and/or maintained.

P. ARREARAGES

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

Q. TAXES

The UMBC and Towson University are exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and the District of Columbia Sales Taxes and Transportation Taxes, except as noted in applicable sections of COMAR. Exemption Certificates shall be provided 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, Contractor shall pay the Maryland Sales tax and the exemption does not apply. Per Appendix D, Standard General Conditions for Maintenance Projects, Paragraph 5.08, sales tax is applicable to materials done under the resulting contracts.

R. RFP RESPONSE MATERIALS

All written materials submitted in response to this RFP become the property of the University and may be appended to any formal documentation, which would further Define or expand the contractual relationship between the University and the successful vendor(s).

S. RESPONSIBILITY FOR TECHNOLOGY EXPORT CONTROL: (NOTE: Not Applicable)
T. **SITE INVESTIGATION**

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

U. **PROPOSAL SECURITY - If the Proposer’s Price Proposal exceeds $100,000:**

At the time that Price Proposals are requested, only those Proposers shortlisted for Roof Replacements category shall furnish with his/her Price Proposal a "Bid Bond" issued by a surety company licensed to issue bonds in the State of Maryland. The bond must be in an amount not less than five percent (5%) of the total amount of the base bid price for the Commons Roof Replacement and shall be in the form specified with the bid documents. The Bid Bond remains in effect a minimum of 120-days from the Proposal due date. The Bid Bond should be included in the Price Proposal (not the Technical Proposal).

The Contractor to whom the Commons Building Roof Replacement project is awarded, also must furnish a Performance Bond and Payment Bond within 10-working days after the executed contract for this project is delivered to the Contractor in the amount of one hundred percent (100%) of the contract price, including executed Change Orders, in the form specified with the RFP documents. The Performance and Payment Bonds must be provided prior to the start of any work.

**Note:** This Section II.U will be applicable to all other projects (including those projects done under the On Call Maintenance and Repair category) greater than $100,000 done under the resulting contracts.

V. **MARYLAND PUBLIC ETHICS LAW, TITLE 15**

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

If the bidder/proposer has any questions concerning application of the State Ethics law to the bidder/proposer’s participation in this procurement, it is incumbent upon the bidder/proposer to see advice from the State Ethics Commission; Office of the Executive Director, 9 State Circle, Suite 200, Annapolis, MD 21401, 410-974-2068 or toll free 1-877-669-6085.

The procurement officer may refer any issue raised by a proposal to the State Ethics Commission. The procurement officer may require the proposer/offeror to obtain advice from the State Ethics Commission and may reject a bid or proposal that would result in a violation of the Ethics Law.
The resulting contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the vendor or any State of Maryland employee in connection with this procurement.


X. **PAYMENTS**

By submitting a response to this solicitation, the Proposer agrees to accept payments by electronic funds transfer unless the State Comptroller’s Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (“EFT”) Registration Request Form. Any request for exemption shall be submitted to the State Comptroller’s Office for approval at the address specified on the COT/GAD X-10 form and shall include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form can be downloaded at: [http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf](http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf)

**INVOICING:** The Contractor awarded the contract to provide all services defined in this RFP will invoice UMBC Accounts Payable or Towson University Accounts Payable (whichever is applicable) on a monthly basis. Any additional work provided under this contract requires University approval prior to the work taking place, and should be clearly identified on the monthly invoice.

Y. **JOINT VENTURE PROPOSERS – NOT APPLICABLE**

Z. **SMOKE-FREE CAMPUS**

In an effort to provide a healthy, smoke-free environment for everyone on campus, and in accordance with [USM policy](http://www.umbc.edu/about/policies/), effective, July 1, 2013, UMBC and Towson University have become smoke-free campus.

1. **UMBC:** The campus has provided two designated areas removed from major pedestrian traffic. All existing smoking urns have been removed, and new urns have been placed at each designated smoking area. Permanent smoking shelters will be installed during the fall semester. The two locations will be the **Park Road Smoking Area**, adjacent to Lots 1 and 3, and the **Police Station Smoking Area**, adjacent to Parking Lot #8.

   We ask that work with us to ensure that this policy is adhered to. Individuals found in violation will be directed to review the smoking policy online at [smokefree.umbc.edu](http://smokefree.umbc.edu). Those violating the policy after that will be subject to a fine.

   This new policy reflects a national movement to provide healthy, smoke-free environments on college campuses and brings UMBC in line with more than 800 colleges in the United States that are already smoke free.
2. **Towson University:**

**SMOKING:** Smoking, defined as the burning of tobacco or any other material in any type of smoking equipment, including but not restricted to cigarettes, cigars or pipes, is prohibited on all property owned, leased or operated by the University. This consists of all buildings, including residence halls, leased restaurants and lodging facilities; all grounds, including exterior open spaces, parking lots and garages, on-campus sidewalks, streets, driveways, stadiums, recreational spaces and practice facilities; and in all University-owned or leased vehicles. The policy applies to all individuals on the University campus, including faculty, staff, students, parents, vendors and visitors. Contractor and its employees and subcontractors who violate the policy may be denied access to the University campus.

**END OF SECTION II**
SECTION III

TECHNICAL REQUIREMENTS & SPECIFICATIONS

A. BACKGROUND

1. UMBC: Established in 1966, the University of Maryland, Baltimore County (UMBC) is one of twelve universities that along with two regional centers and one system office constitute the University System of Maryland. UMBC is located 15 minutes from Baltimore’s Inner Harbor and 30 minutes from Washington, D.C. BWI Airport is five minutes away, as are AMTRAK and light rail stations.

UMBC is a public research university, emphasizing graduate programs in the sciences, engineering, public policy, information technology, and human services, building on a strong undergraduate liberal arts and science core. UMBC is increasingly recognized as a major resource for building the State’s economy and addressing its social concerns. More than 70% of UMBC’s 71,265 active alumni live and work in Maryland, contributing significantly to the State’s economic and social vitality. In Fall 2016, UMBC had 13,640 enrolled students from nearly all 50 states and more than 80 nations, creating a richly diverse student body. In 2016, the university awarded 2,521 bachelor’s degrees, 666 master’s degrees, 82 doctorates and 160 graduate certificates.

Additional information about UMBC can be found at the University’s web site, which is http://www.umbc.edu.

2. Towson University: Founded in 1866 as the Maryland State Normal School, Towson University (TU) offers nationally recognized undergraduate and graduate programs in the liberal arts, sciences, arts, and applied professional fields. The backdrop for learning is TU’s beautiful 329-acre suburban campus, located eight miles north of Baltimore and less than an hour’s drive from Washington, DC. Throughout the entire region, TU’s strong partnerships with public and private organizations provide unique opportunities for research, internships and jobs. The Towson Learning Network extends beyond its main campus to five off-campus locations throughout the state.

TU is more than Maryland’s largest comprehensive university, it is an institution that prepares a qualified workforce and produces innovative, evidence-based research. As a productive, research-oriented comprehensive university, it produces students with extraordinary opportunities to work alongside faculty in addressing significant issues, while also generating new knowledge to solve real world societal problems. In Fall 2016, TU had 22,343 enrolled students from nearly all 46 states and more than 84 nations, creating a richly diverse student body. In 2016, the university awarded 4,428 bachelor’s degrees, 974 master’s degrees, 30 doctorates and 207 graduate certificates.

Additional information about Towson can be found at the University’s web site, which is http://www.towson.edu.
B. IMPLEMENTATION

These on-call contracts are to be utilized as projects develop on the following basis.

1. **For on-call maintenance and repair projects estimated to be under $25,000:**
   
   a. Unless the University elects to competitively bid amongst all On Call Roofing Contractors for maintenance and repair, award will be made to the On Call Roofing Contractors on a rotational basis based on factors such as type of roof, current work being performed by an On Call Roofing contractor on the UMBC and Towson University campuses, etc.
   
   b. UMBC’s or Towson University’s (whichever is applicable) Office of Facilities Management (OFM) will prepare a written scope of work (which may include specifications and/or drawings) and conduct a site visit with the contractor on each task order.
   
   c. The on-call contractor will provide to the OFM a completed On-Call Contractor Project Price Proposal Form (see Appendix B) with a lump sum price to do the project work inclusive of the following: (1) Total costs for self-performed work with a breakdown of the total material cost with backup quotation(s), and total labor cost based on the rates provided in the contract; (2) Subcontractor cost with quoted mark-up percentage; The time frame by date in which this work can be done; and (3) The name of the Field Superintendent (1 of the 3 submitted in the Contractor’s Technical Proposal) to be assigned. Work shall be performed on a lump-sum basis unless written scope from OFM requests that work be performed on a Time and Materials basis with a stipulated not-to-exceed cost.
   
   d. After verifying the adequacy of the proposal, a Notice to Proceed will be sent by the University OFM Project Manager to the contractor for his/her signature; this letter will confirm the scope of work, commencement and completion dates, time frame and pricing. It is anticipated that the University’s Procurement Office will issue a blanket purchase order for invoicing purposes for maintenance/repair projects.
   
   e. The On-Call Contractor will be required to check in with the university’s representative on a weekly basis when doing work on site.

2. **For on-call maintenance and repair projects estimated to be over $25,000:**
   
   a. UMBC’s or Towson’s (whichever is applicable) Office of Facilities Management (OFM) will prepare a written scope of work (which may include specifications and/or drawings), forward to each contractor, and conduct a site visit with the contractors.
b. Each on-call contractor will provide to the UMBC or Towson University (whichever is applicable) Procurement Office a completed On-Call Contractor Project Price Proposal Form (see Attachment D) with a lump sum price to do the project work inclusive of the following: (1) Total costs for self-performed work with a breakdown of the total material cost, and total labor cost with backup quotations; (2) Subcontractor cost with quoted mark-up percentage with backup quotations; The time frame by date in which this work can be done; and, (3) The name of the Roofing Supervisor or Project Lead (1 of the 3 submitted in the Contractor’s Technical Proposal) to be assigned.

c. The Procurement Office will select from among the on-call roofing contractors, the contractor whose price and time frame best serves the University's interest and meets all University requirements. At that time, a Notice-to-Proceed will be sent by the OFM Project Manager to the awarded On-Call Contractor for his/her signature; this letter will confirm the scope of work, commencement and completion dates, time frame and lump sum price. It is anticipated that the University’s Procurement Office will issue a blanket purchase for invoicing purposes for maintenance/repair projects.

d. The On-Call Contractor will be required to check in with the university's representative on a daily basis when doing work on site.

3. For major roof replacement projects:

a. The Procurement Office will notify each On-Call Contractor for Roof Replacements who is certified by the applicable roofing material manufacturer, schedule a pre-proposal meeting, and distribute procurement and construction documents. The site visit will be conducted following the pre-proposal meeting.

b. Each On-call Contractor for Roof Replacements will provide to the UMBC or Towson University (whichever is applicable) Procurement Office a completed On-Call Contractor Project Price Proposal Form, using the form included for each specific project. Price Proposal Form shall include lump sum price for project work, any requested unit prices, the name of the Field Superintendent (1 of the 3 submitted in the Contractor’s Technical Proposal) to be assigned, and the MBE percentage committed. (Other information may be requested by the University at its sole discretion.)

c. The Procurement Officer in cooperation with the Facilities Office will select from among the On-call Contractors for Roof Replacement, the contractor whose price and time frame best serves the University's interest and meets all University requirements. At that time, a Notice-to-Proceed will be sent by the OFM Project Manager to the awarded On-Call Contractor for his/her signature; this letter will confirm the scope of work, commencement and completion dates, time frame and lump sum price. A purchase order will be issued by the Procurement Office for each roof replacement project for accounting purposes.
d. The On-Call Contractor will be required to check in with the university's representative on a daily basis when doing work on site.

4. **For slate roof repairs or replacement projects at Towson University:**

   a. The Towson Procurement Office will notify each On-call Slate Roofing Contractor*, schedule a pre-proposal meeting, and distribute procurement and engineer documents. The site visit will be conducted following the pre-proposal meeting.

   b. Each On-call Slate Roofing Contractor will provide to Towson University Procurement Office a completed On-Call Slate Roofing Contractor Project Price Proposal Form, using the form included for each specific project. Price Proposal Form shall include either a) lump sum price, or, b) time and material, not to exceed price for the project work, any requested unit prices, the name of the Field Superintendent (1 of the 3 submitted in the Contractor’s Technical Proposal) to be assigned, and the MBE percentage committed. (Other information may be requested by Towson University at its sole discretion.)

   c. The Towson Procurement Officer in cooperation with the Towson Facilities Office will select from among the On-Call Slate Roofing Contractors, the contractor whose price and time frame best serves the University’s interest and meets all University requirements. At that time, a Notice-to-Proceed will be sent by the OFM Project Manager to the awarded On-Call Slate Roofing Contractor for his/her signature; this letter will confirm the scope of work, commencement and completion dates, time frame and lump sum price.

   d. The On-Call Slate Roofing Contractor will be required to check in with the university's representative on a daily basis when doing work on site.

*Note: For small repair/replacement projects anticipated to be less than $25K, Towson may elect, at its sole discretion, to rotate among the On Call Slate Roofing Contractors.

5. **Estimated Dollar Volume:**

   a. Estimated dollar volume for **roof maintenance and repairs** for this roofing contracting work at UMBC is approximately $150,000 annually and at Towson is approximately $50,000 annually for a total of $200,000 estimated. All proposers are advised that such dollar volumes are estimates only and all proposers further understand and agree in providing such estimates, the University makes no guarantee that any or all of the estimated work will be assigned to the selected On-Call Roofing Contractor(s).

   Most projects under this contract will be for roof maintenance and repair are anticipated to be below $25,000.
b. Estimated dollar volume for **roof replacements** at UMBC is approximately $500,000 to $1,200,000 annually and at Towson is approximately $500,000 for a total of $2M estimated annually. All proposers are advised that such dollar volumes are **estimates only** and all proposers further understand and agree in providing such estimates, the University makes **no guarantee** that any or all of the estimated work will be assigned to the selected Contractor(s). In order to be provided an opportunity to propose on a Roof Replacement project, the On Call Contractor must be factory trained and certified by the manufacturer of the specified product(s).

c. Estimated dollar volume for **slate roof work** (both maintenance and repair and replacement) at Towson University is anticipated to be approximately $10K/year. All proposers are advised that such dollar volumes are **estimates only** and all proposers further understand and agree in providing such estimates, the Towson University makes **no guarantee** that any or all of the estimated work will be assigned to the selected Contractor(s).

4. The University reserves the right to call back the same On Call Contractor for additional or follow-up roof repair/maintenance work to the same building roof if deemed in the University’s best interest. For example, if an On Call Contractor responds to a leaking roof repair and later it is found that the leak is still occurring, the University may have that same On Call Contractor provide follow-up/additional diagnostic and repair work.

5. All communications on projects are to be directed to the designated Project Manager of OFM only. No instructions, directions, and information are to be given to the Contractor by any other University personnel. All change order work shall not proceed until a purchase change order has been issued by the University confirming this additional work and the applicable additional cost.

If during the term of this contract, the On-Call Roof Repair Contractor(s) is (are) awarded other projects on campus outside of this contract, it is expected that the Contractor will assign separate work crews and supervisory teams to all concurrent projects to ensure that no job schedule is effected by inadequate manpower levels.

Any staff changes by the selected On-Call Roofing Contractor(s) in the Project Manager or Field Superintendent must be reviewed and approved by UMBC’s Office of Procurement via the issuance of a contract amendment prior to any reassignments being made.
C. SCOPE OF WORK

1. This section III.C provides samples of roofs and comparison baseline projects typically done on both the UMBC and TU campuses. (Note: Wherever, UMBC is mentioned solely in this Section III.C, it is to generally apply also to Towson.) Typically, on both campuses, roofers’ work will be done, including but not limited to, on multistory academic building; occupied during construction; roof systems on multiple levels; with site access limitations. Details regarding the UMBC Commons Building Roof Replacement project will be issued with the addendum that requests Price Proposals from the shortlisted Proposers. Subsequently, all scopes of work will be issued in accordance with Section III. B. above and will include the details for the roof repair/maintenance or roof replacement project, as is appropriate and applicable.

a. **Roof System Qualifications**: Existing out-of-warranty roof systems consist of the following:

1. Single Ply Membranes: EPDM.
2. Built-up Roofing: Gravel Surfaced Built-up Roof; Aluminum Coated Built-up Roof; Modified Bitumen Roof.
3. Inverted Roof Membrane (Extruded polystyrene on modified bitumen membrane).
4. Standing Seam Metal Panel (steep slope).
5. Asphalt Shingles (steep slope).
6. Spray Polyurethane Foam (as primary roof and as overspray on original roof system).

b. **Roof System Qualifications**: Existing in-warranty roof systems and selection for future replacement projects consist of the following:

1. Single Ply Membrane:
   - TPO (Firestone).
   - PVC (Sarnafil).
   - KEE (Fibertite).
2. Built-up Membrane:
   - Modified Bitumen (Johns Manville and similar).
3. Hot Fluid Applied Protected Membrane (Barrett or Carlisle).
4. Vegetated Roofing:
   - Protected Membrane.
   - Single-Ply Membrane.
5. Shingles (steep slope) (GAF and similar).
c. The On Call Roofing Contractor must be factory trained and certified by the manufacturer.

2. **Roof Repair and Maintenance**

   a) The Project consists of on-call, as-needed roofing services to provide repair, maintenance, and inspections services as described in individual Task Orders. Refer to Appendix E of this RFP for complete specifications for Maintenance/Repair Projects.

   b) On Call Contractors for this category will be requested to either provide:

      1) Time and Material, Not to Exceed quote, OR,

      2) Lump Sum Price

3. **Slate Roof Repair, Maintenance, and Replacement** – This category is solely for Towson University and may consist of on-call, as-needed roofing services to provide repair, maintenance, and inspections services OR replacement as described in individual Task Orders on either a) time and material not to exceed basis, or b) lump sum as may be requested by the University.

4. **Roof Replacements** – The following Roof Replacement project will be priced during the Price Proposal phase of the procurement and will be utilized as one of the elements for the basis for the award of the master contracts. Additionally, this project will be awarded, simultaneously with the master contracts, to the On Call Roofer amongst those roofers being awarded master contracts that best meets the needs of the UMBC.

   a.) **UMBC Commons Building Roof Replacement**: Remove approximately 20,000 SF of existing roofing and insulation and provide new roofing system on Commons Building roof areas B and C. Work includes vapor barrier, tapered insulation, thermoplastic roof membrane, metal panels at interior parapet walls, metal copings, metal flashings, roof drains, and removing and replacing lightning protection system. Construction Documents are expected to be issued to the shortlisted firms for Roof Replacement projects per the Solicitation Schedule. The schedule of this project will be stated in the bid documents.

   b.) **Future Roof Replacements**: For each Roof Replacement project done under the resulting contracts, Contractors will be provided a complete set of bidding documents. Contractors are to provide a lump-sum price for each requested project. If requested by the University, a breakdown of labor, material and subcontractor cost with quoted mark-up is to be provided.

**END OF SECTION III**
SECTION IV

PROPOSALS, EVALUATION AND FORMS

ARTICLE 1

INTRODUCTION/OVERVIEW

A. INTRODUCTORY SUMMARY OF PROPOSAL SUBMITTALS: Responses to RFP # BC-20995-K are to be submitted in accordance with this Section IV. Refer also to Section I, Paragraphs D and E for further information related to the proposal submittal. Only Technical Proposals are requested at this time.

B. SIGNING OF FORMS:

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

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

END OF SECTION IV, ARTICLE 1
SECTION IV
PROPOSALS, EVALUATION AND FORMS
ARTICLE 2
TECHNICAL PROPOSAL SUBMITTAL

A. TECHNICAL PROPOSAL SUBMITTAL

The Technical Proposal must be submitted in accordance with Section I, Paragraphs D and E as well as per the Solicitation Schedule.

The following items must be included in this Initial RFP Submittal:

1. **Transmittal Letter**: A transmittal letter prepared on the vendor’s business stationery should accompany the Technical Proposal. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services, contained in the technical proposal. The letter should be on the firm’s letterhead with the name and telephone number (including extension number, if applicable) and email address of a contact person. Proposers are to indicate on the Technical Proposal Transmittal Letter whether they are proposing only on one category or on both. (See sample transmittal letter attached in Appendix A.)

2. Detailed responses to Section IV, Article 2, Item B, Technical Proposal Criteria, Items 1 through 3 (noted in "B" below)

3. Contractor's license (photocopy)

4. Bid/Proposal Affidavit

5. Acknowledgement of Receipt of Addenda (If addenda are issued prior to the Technical Proposal due date, this form acknowledging receipt of all addenda MUST be included with your Technical Proposal).

Forms for each of the items required in the Technical Proposal are furnished with this RFP and will be posted on UMBC’s Box.com at https://umbc.box.com/v/OnCallRoofing and on UMBC’s eBid Board at http://procurement.umbc.edu/bid-board/. Please note that the Proposer is responsible for submitting all requested information in this RFP that are in addition to the forms referenced above.

B. TECHNICAL PROPOSAL CRITERIA

Per Item A.2 above, the following information must be furnished in the Technical Proposal portion of the RFP. Failure to include any of the items listed below may disqualify your firm’s response. Technical criteria as listed in order of importance. Proposers should describe in detail and provide evidence supporting the qualifications requested below. All proposers are to compile their Technical Proposals in the order listed.

1. **KEY PERSONNEL & KEY PERSONNEL REFERENCES**

1.1 Key Personnel: Within this category, the named positions are defined below. These Key people must be direct employees of the bidding firm.
A. **PROJECT MANAGER**: This person will be involved on a continual basis from commencement of the contract until project completion. This person is responsible for the overall management of the Contractor’s team assigned to a particular task order and completion of the task order; may also provide onsite management as needed: reviewing the task order in the field when required with a University’s FM representative and/or be the channel for inquiries concerning work in progress or work to be started under this contract; and as required by task order, conduct progress meetings; take and distribute minutes; and observe the progress of the work to ensure satisfactory completion of work with adherence to contract requirements. The University will accept only one (1) person in this role.

The Project Manager **must** meet the following requirements:

1. Not less than 10 years roofing experience.
2. Not less than 5 years’ experience as project manager for commercial roofing projects of similar size and complexity to that indicated for this on-call contract, and using roofing products similar to the products indicated for this on-call contract.
3. Served as Project Manager on at least 1 of the 3 completed projects of size and complexity similar to, or greater, than that indicated for this on-call contract.

B. **FIELD SUPERINTENDENT**: 100% onsite supervisor who will be available for assignment during the term(s) of this contract. This person will be responsible for the direct coordination and supervision of the construction activities such as material deliveries, outages, etc.; provides direction to field personnel and trade contractors; completion of project in accordance with requirements of the construction documents and project schedule; job site safety; and maintain positive relationship with UMBC. **Proposer is to submit three (3) people for this position.**

The Field Superintendent **must** meet the following requirements:

1. Not less than 10 years roofing experience.
2. Not less than 5 years’ experience as superintendent for commercial roofing projects of similar size and complexity to that indicated for this on-call contract, and using roofing products similar to the products indicated for this on-call contract.
3. Served as Superintendent on at least 1 of the 3 completed projects of size and complexity similar to, or greater, than that indicated for this on-call contract.

C. **ROOFING SUPERVISOR OR PROJECT LEAD**: For projects of a scale that do not require a Superintendent, the duties of superintendent (as described above in 1.1 B) may be carried out by the Roofing Supervisor or Project Lead. **Proposer is to submit three (3) people for this position.**
The Roofing Supervisor or Project Lead must meet the following requirements:

1. Not less than 5 years roofing experience.
2. Not less than 3-years’ experience as responsible project leader.

1.2 Proposers are to complete the Key Personnel Form** found in Appendix A of this RFP. Proposers for all categories of roofing MUST provide this form for Key Personnel provided in 1.1.A and 1.1.B. (NOTE: All scopes need Project Manager. Replacement projects need Field Superintendent. Maintenance projects need Roofing Supervisor/Project Lead)

*Additionally, all Proposers who are proposing on the category for roof repair, patching and maintenance are to provide this form for the Key Personnel mentioned in 1.1.C:

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

1.2.1 By completing the Key Personnel Form, Contractors are to provide the name(s) of the Project Manager and Field Superintendents, (and if proposing on the On Call Roof Maintenance/Repair, for the Roofing Supervisor/Project Leads), to be assigned to this contract, if awarded, and complete a Key Personnel Form on each inclusive of the following information:

- Technical Training/Educational background inclusive of degrees/majors, apprenticeships and licenses; dates achieved; and the granting institutions and/or associations.
- Work experience with the bidding firm inclusive of duration (with specific calendar years noted) of employment and position(s) held;
- Work experience with prior employers, durations (with specific calendar years noted) of employment and position(s) held; and,
- Project experience (page 3 of the Key Personnel Form) similar to On-Call Contract work, preferably the projects listed in #2 below with a minimum of three (3) projects to be listed and have successfully been completed within the past five (5) years from issue date of bid.

1.3 Key Personnel References:

Provide three (3) references for each Key Personnel role in the space provided on the Key Personnel form (see Appendix A):

Provide three (3) project references, successfully been completed within the past five (5) years from issue date of bid on each of the proposed key people inclusive of contact person, phone number in the space provided on page 3 of the Key Personnel Form.
Such references are to be **project references not employment references**; that is, the University is interested in speaking to a Project Owner regarding the person’s performance on a particular project.

Such references are to be from different projects; that is, only one reference per project is allowed.

In addition, the University reserves the right to verify all information given if it so chooses, as well check other sources available. The University will hold such references in the strictest of confidence.

Please ensure that the information is accurate and that the reference named can speak to the **individual's performance in the role to be assigned on this project**. The University will hold all references in the strictest of confidence.

Higher consideration will be given if the Project Manager and Field Superintendent have worked together on previous successful projects/contracts.

**Note – Personnel Commitment**: By submitting these names for consideration under this key Personnel Section, the Proposer is committing these people to the University for this contract’s duration if awarded the project. No personnel changes will be permitted without written authorization from the University via a contract amendment issued by the University’s Procurement Office.

2. **FIRM EXPERIENCE**

2.1 **Roofing Contractor's Experience**: Each Proposer is to **complete the Firm Experience Form** on each project. **A total of three (3) similar or relevant projects are to be submitted for each category of roofing for which the firm is proposing**. This form is found in Attachment A.

Of these three (3) projects, each must have been completed by the Proposer and be similar in scope to the roofing projects anticipated to be done under this contract (see Section III).

All proposers are to base their responses on their three (3) most recently completed projects that reflects the size, complexity, and On Call services required under this RFP.

The projects should be in the public sector or public/government agency within the last three (3) years. The Form shall include the following information:

- Project Name and Location;
- Project Owner, Contact Person and Telephone Number;
- Project Start Date and Completion Date;
- Project Description/Scope of Services;
- Similarities of the submitted project to the University’s project.
** If a Proposer is proposing on more than one category of on call roofing, a total of three (3) similar projects are to be submitted for each category: (1) On Call Roof Maintenance/Repair, (2) Roof Replacement projects, and (3) Slate Roofing Repair and/or Replacement projects

2.2 **Firm References**: Provide at least three (3) references (references may be inclusive of those from the experience list above) of locations/projects completed by your company. Provide contact name, address, telephone number and location for each reference. It is imperative that accurate contact names and telephone numbers be given. All references should include a contact person that can comment on the firm’s ability to handle a project of this type. All references should be current—three years or less. The University reserves the right to use itself as a reference, where applicable, and/or contact additional references which are known to the University but may not have been provided by the Proposer. By submitting a response to this solicitation, the Proposer consents to such reference contact and hereby releases the University from any liability on the basis of its attempt to obtain information from all such references and all persons and entities providing information from any liability and damages incurred as a result of furnishing this information.

3. **COMPANY PROFILE/CONTRACTOR QUALIFICATION**: The Proposer must complete the “Company Profile/Contractor Qualification Form” found in Appendix A. Please note: If the Proposer is a local office of a parent company, the information is to be provided for the local office only who is managing this contract not the parent organization, unless the parent organization is the Proposer.

C. **EVALUATION OF INITIAL TECHNICAL PROPOSALS**: An Initial Technical Evaluation of the Technical Proposals will be conducted by a University Evaluation Committee. Proposals for each category [i.e. a) Roof Maintenance/Repair; b) Roof Replacement; and c) Slate Roofing Repair and/or Replacement] will be evaluated separately.

The order of importance of the technical criteria is as noted in this Section IV, Article 2 with the exception of the reference checking on both the key personnel and the firm; this reference checking will only be conducted as part of the second phase technical evaluation noted in Section IV, Article 3.

A Technical Score of 75% or better of the available technical points must be achieved in order for a proposer to advance to the Interview Session phase of this procurement. Proposals cannot be modified, supplemented, cured, or changed in any way after the due date and time for technical proposals.

Only those proposers whose technical proposals achieve the required, minimum or better technical score for the specific category of on call roofing in the Initial Technical Evaluation, will then be asked to attend an Interview Session at the University. (See Section IV, Article 3 for further information regarding the Interview Session.)
*Note: As stated previously, it is possible that a Proposer be shortlisted for only one or for both categories of on call roofing services.

END OF SECTION IV, ARTICLE 2
SECTION IV

PROPOSALS, EVALUATION, AND FORMS

ARTICLE 3

INTERVIEW/DISCUSSION SESSION

A. **INTERVIEW/DISCUSSION SESSION:** Only those Proposers whose Technical Proposals achieve the required minimum or better technical score will be requested to attend an Interview/Discussion Session at the University.

The date and time of the Interview/Discussion Session will be set by the University upon completion of the evaluation of the Technical Proposals; however, these sessions are anticipated to be held on the dates noted on the Procurement Schedule. Proposers are advised to set this(ese)date(s)aside in its (their) entirety accordingly on all Key Personnel's calendars to avoid conflicts, as this date is not expected to change. The actual date and time will be confirmed in writing and sent to the applicable proposers at the time the session is requested.

The purposes of the Interview/Discussion Session are as follows:

1. to allow the University to meet the Proposer’s key personnel and provide them an opportunity to convey their background and expertise as it applies to the University’s project;

2. to discuss selected categories of the Proposer's Technical Proposal;

3. to provide an opportunity to clarify and discuss the scope of services for this On Call Roofing Contract; and,

4. to review the Price Proposal form.

Each proposer will be required to have the following personnel attend the Interview/Discussion Session: **Proposed Project Manager, two of the three proposed Field Superintendents, and one of the three proposed Roofing Supervisors/Project Leads***. (**Note: The Roofing Supervisor/Project Lead position is only applicable to those firms proposing on the On Call Maintenance/Repair category.**)

At the time the Interview Sessions are scheduled, the University will confirm in writing with each Proposer the specifics of these sessions inclusive of the topics and time periods.

Upon completion of the Interview Sessions, the University will conduct the Second Phase Technical Evaluation as described in Section IV, Article 3, B. below.
B. **SECOND PHASE TECHNICAL EVALUATION:**

Following the Interview Sessions, a *Second Phase Technical Evaluation* will be conducted. The order of importance of the technical criteria will be as noted in Section IV, Article 2 with the inclusion of the key personnel and firm reference checking.

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

A Technical Score of 75% or better of the available technical points must be maintained in the Second Phase Technical Evaluation in order for a proposer to advance to the Price Proposal phase of this procurement. It is possible that a Proposer may be shortlisted for only one, two or all categories of on call roofing services.

**END OF SECTION IV, ARTICLE 3**
SECTION IV

PROPOSALS, EVALUATION, AND FORMS

ARTICLE 4

PRICE PROPOSAL

A. **PRICE PROPOSAL:** Only those proposers that maintain the minimum or better technical score in the Second Phase Technical Evaluation (following the interview/discussions sessions) will remain shortlisted and will be requested via written addendum to submit a Price Proposal. Delivery of Price Proposals will be in the same manner as specified in Section I, Paragraph E.

The **due date** for submission of the Price Proposal is anticipated as indicated in the Procurement Schedule. The Price Proposal will consist of:

1. **On Call Roofing Work (including repair, patching, maintenance and replacement):**
   A. On Call Roofing Contractor’s Quoted Hourly Billing Rates for various staff/personnel positions;
   B. On Call Roofing Contractor’s Material Markup Percentage
   C. On Call Roofing Contractor’s Subcontractor Mark-up percentage over the subcontractor’s invoice

2. **UMBC Commons Building Roof Replacement Lump-Sum;**

3. **Towson University On Call Slate Roofing Repair/Replacement Work (including repair, patching, maintenance and replacement)**
   A. On Call Slate Roofing Contractor’s Quoted Hourly Billing Rates for various staff/personnel positions;
   B. On Call Slate Roofing Contractor’s Material Markup Percentage
   C. On Call Slate Roofing Contractor’s Subcontractor Mark-up percentage over the subcontractor’s invoice

The Price Proposal shall be filled out **completely** in ink or typed on the Price Proposal Form (found in Appendix B of this RFP). Any erasures and/or alterations to the Proposer's pricing shall be initialed in ink by the signer. Please note, however, that no changes, alterations or additions to the Price Proposal Form are permitted.
B. **PRICE PROPOSAL EVALUATION:**

1. Price Proposals will not be opened publicly.

2. Price Proposals for Roof Maintenance/Repair and for Towson University Slate Roofing Repair/Replacement will be evaluated based on total cost for sample job(s). Price Proposals for Roof Replacement will be evaluated based on the UMBC Commons Building Roof Replacement project.

**END OF SECTION IV, ARTICLE 4**
SECTION IV
PROPOSALS, EVALUATION, AND FORMS
ARTICLE 5
FINAL EVALUATION AND SELECTION

A. **Recommendation of Award or Further Discussions and/or Best and Finals.**
The Committee may recommend an Offeror for contract award(s) based upon the Offeror’s Technical Proposal and Price Proposal without further discussion. However, should the Committee find that further discussion would benefit the University and the State of Maryland, the Committee may recommend such discussions to the Procurement Officer. Should the Procurement Officer determine that further discussion would be in the best interest of the University and the State, the Procurement Officer shall establish procedures and schedules for conducting discussions and will notify responsible Offerors. A Best & Final Technical and/or Price Proposal may be requested as a result of these discussions.

B. **Final Ranking and Selection.**

1. **Process:** Following evaluation of the Technical Proposals and the Price Proposals (and Best and Final Offers, if applicable), the Evaluation and Selection Committee will make an initial overall ranking of the Proposals and recommend to the Procurement Officer the award of the contract(s) in each oncall roofing category to the Offeror whose Proposal(s) is (are) determined to be the most advantageous to the University and the State of Maryland. The decision of the award(s) of the Contracts in each on call roofing category will be made at the discretion of the Procurement Officer and will depend on the facts and circumstances of the procurement. All Offerors will be notified of the award(s) selection.

2. **Basis for Award:** Both technical merit and cost will factor into the final ranking of Proposals. Technical merit will have a greater weight than cost in the final ranking. Award may be made to the Offeror with a higher technical ranking even if its Price Proposals not the lowest. The Procurement Officer retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the Offeror(s) that would best meet the needs of the University as set forth in the RFP. (The award for the UMBC Commons Roof Replacement project will be made to the most advantageous Offer for this project from amongst those Contractors that are awarded a master contract for the Roof Replacements category.)

3. **Negotiations:** The University may select for award one or more Offeror(s) to negotiate the terms and conditions of the Contract. The University reserves the right to make an award with or without negotiation.
C. **Debriefing.**

1. **Request:** Unsuccessful Offerors may request a debriefing. A request must be submitted in writing to the Procurement Officer within ten (10) days after the date on which Offeror knows, or should have known, that its Proposal was unsuccessful. Debriefings shall be conducted at the earliest feasible time.

2. **Discussion:** Debriefings shall be limited to discussion of the Offeror’s Proposal only and shall not include a discussion of a competing Offeror’s Proposal. The debriefing may include information on areas in which the unsuccessful Offeror’s Proposal was deemed weak or insufficient. The debriefing may not include discussion or dissemination of the thoughts, notes, or ranking from an individual Evaluation Committee Member. A summary of the Procurement Officer’s rationale for the selection may be given.

**END OF SECTION IV, ARTICLE 5**
APPENDIX A

ON CALL ROOFING
RFP# BC-20995-K

TECHNICAL EVALUATION FORMS

(Forms are to be submitted in the Technical Proposal)

- Transmittal Letter Form
- Key Personnel Form
- Firm Experience Form
- Company Profile/Contractor Qualification Form
- Bid/Proposal Affidavit
- Acknowledgement of Receipt of Addenda (if any)
- MBE Form 1A

NOTE: IN ADDITIONAL TO THESE FORMS, PROPOSER IS RESPONSIBLE FOR SUBMITTING ALL DOCUMENTATION REQUIRED IN THIS RFP.
TRANSMITTAL LETTER - TECHNICAL PROPOSAL
RFP BC-20995-K On Call Roofing

PROPOSER: ____________________________________________________

Federal Identification Number/Social Security Number: ________________

Address: _________________________________________________________

DATE_______________________


We confirm that this Technical Proposal is based on the Requirements per the RFP and any subsequent addenda.

We are proposing for the following On Call Roofing categories (check all that apply):

- Roofing Maintenance and Repair
- Roof Replacement
- Slate Roofing Repair/Replacement (solely at Towson University)

In accordance with Section III, Proposal Requirements, Article 2, we are enclosing the following in our Technical Proposal:

1. Key Personnel and Key Personnel References
   a. Project Manager
   b. Field Superintendents (3 are provided)
   c. Roofing Superintendent or Project Lead (3 are provided) (Note: only required from those Proposers who are proposing for Roofing Maintenance and Repair)
2. Firm Experience and Firm Experience
3. Company Profile/Contractor Qualification
4. Bid/Proposal Affidavit (completed)
5. Acknowledgement of Receipt of Addenda form

Authorized Signature to bind firm to Offer: Contact name and information for Proposal contents:
Printed Name:________________________
Signature:___________________________
Title:_______________________________
Date:_______________________________

Name:______________________________
Title:______________________________
email:______________________________
Direct dial phone number___________
Extension number (if applicable)_________
UMBC ON CALL ROOFING  
RFP# BC-20995-K –KEY PERSONNEL FORM

PROPOSER: ___________________________________________________________

1. PERSON'S NAME: ___________________________________________________________

2. POSITION TO BE ASSIGNED:
   
   _____ Project Manager       _____ Field Superintendent (Please provide a separate form for each of the three Field Superintendents)

   _____ Roofing Supervisor or Project Lead (Please provide a separate form for each of the three Roofing Supervisor or Project Leads) Note: This is only required of Proposers who are proposing on the Roof Maintenance/Repair category.

3. EDUCATIONAL BACKGROUND:

<table>
<thead>
<tr>
<th>Association/Institution</th>
<th>License/Certification/Degree</th>
<th>Date Earned (Month/Year)</th>
</tr>
</thead>
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</tr>
</tbody>
</table>

4. EMPLOYMENT HISTORY:

4.1 CURRENT EMPLOYER'S NAME: _______________________________________________

   DATES OF EMPLOYMENT: ______________________________________

   POSITION HELD: ______________________________________

   DURATION BY DATE: ________________________________

4.2 PRIOR EMPLOYER'S NAME: _______________________________________________

   DATES OF EMPLOYMENT: ______________________________________

   POSITION HELD: ______________________________________

   DURATION BY DATE: ________________________________
UMBC ON CALL ROOFING  
RFP# BC-20995-K –KEY PERSONNEL FORM

PROPOSER: ____________________________________________________________

4.3 PRIOR EMPLOYER’S NAME: __________________________________________

DATES OF EMPLOYMENT: _______________________________________________

POSITION HELD: _______________________________________________________

DURATION BY DATE: ____________________________________________________

5. TYPE OF ROOFS FOR WHICH KEY PERSON IS QUALIFIED/CERTIFIED:
   Single Ply: __ EPDM (Firestone, Carlisle) __ PVC (Sarnafil) __ TPO (Firestone, Tremo)
   Built-up Roof (BUR): __ Asphaltic (Mineral, Gravel) __ Modified Bitumen __ Coal Tar
   Inverted Roof Membrane Assembly (IRMA): __
   Metal Roof Panels (Flat Seam Lead Coated Copper) __
   Spray Polyurethane Foam __
   Vegetated Roof Assembly over single ply membrane __
   Fiberglass and Asphalt Shingles __
   Metal Roof Panels (Standing Seam) __
   Slate __

6. SIMILAR RELEVANT PROJECT EXPERIENCE/REFERENCES: Provide a description of
   the person’s project experience, including their role on the project. (Note: As indicated in
   the solicitation document, references are to be project/contract references not employment
   references; that is, the University is interested in speaking to a Client regarding the person’s
   performance on a particular project.) Per the solicitation documents, the University will contact
   the references provided below during the evaluation process.

6.1 PROJECT REFERENCE CONTACT PERSON &TITLE: __________________________

________________________________________________________________________

TELEPHONE NUMBER: __________

EMAIL ADDRESS: ___________________________

COMPANY NAME: ___________________________

KEY PERSON’S ROLE: _____________________________________________________
PROPOSER: _______________________________________________________

DESCRIPTION OF SERVICES PROVIDED:

_____ Maintenance  _____ Repair
_____ Patching  _____ Replacement

CONTRACT PERIOD: START DATE: _________________________________
COMPLETION DATE: _________________________________

PROJECT DOLLAR AMOUNT: $__________________________

TYPE OF ROOF:

Single Ply: ___ EPDM (Firestone, Carlisle) ___ PVC (Sarnafil) ___ TPO (Firestone, Tremo)
Built-up Roof (BUR): ___ Asphaltic (Mineral, Gravel) ___ Modified Bitumen ___ Coal Tar
Inverted Roof Membrane Assembly (IRMA): ___
Metal Roof Panels (Flat Seam Lead Coated Copper) ___
Spray Polyurethane Foam ___
Vegetated Roof Assembly over single ply membrane ___
Fiberglass and Asphalt Shingles ___
Metal Roof Panels (Standing Seam) ___
Slate ___

MANUFACTURER: ________________________________

GROSS SQUARE FOOTAGE: _________________________ GSF

DURATION KEY PERSON WAS ON THE PROJECT:
UMBC ON CALL ROOFING  
RFP# BC-20995-K – KEY PERSONNEL FORM

PROPOSER: ________________________________________________________________

6.2 PROJECT REFERENCE CONTACT PERSON & TITLE: ____________________________

____________________________________________________________________________

EMAIL ADDRESS: _____________________________

COMPANY NAME: ____________________________________________________________

KEY PERSON’S ROLE: _________________________________________________________

DESCRIPTION OF SERVICES PROVIDED:

_____ Maintenance  _____ Repair

_____ Patching  ______ Replacement

CONTRACT PERIOD:  START DATE: _____________________________

COMPLETION DATE: _____________________________

PROJECT DOLLAR AMOUNT: $_________________________

TYPE OF ROOF:

Single Ply: __ EPDM (Firestone, Carlisle) __ PVC (Sarnafil) __ TPO (Firestone, Tremo)

Built-up Roof (BUR): __ Asphaltic (Mineral, Gravel) __ Modified Bitumen __ Coal Tar

Inverted Roof Membrane Assembly (IRMA): __

Metal Roof Panels (Flat Seam Lead Coated Copper) __

Spray Polyurethane Foam __

Vegetated Roof Assembly over single ply membrane __

Fiberglass and Asphalt Shingles __

Metal Roof Panels (Standing Seam) __

Slate __

MANUFACTURER: _____________________________

GROSS SQUARE FOOTAGE: ______________________ GSF

DURATION KEY PERSON WAS ON THE PROJECT:

____________________________________________________________________________
UMBC ON CALL ROOFING
RFP# BC-20995-K – KEY PERSONNEL FORM

PROPOSER: ____________________________________________________________

6.3 PROJECT REFERENCE CONTACT PERSON & TITLE: ______________________________
______________________________________________________________

TELEPHONE NUMBER: __________
EMAIL ADDRESS: ________________________________
COMPANY NAME: _________________________________________________________
KEY PERSON’S ROLE: _______________________________________________________

DESCRIPTION OF SERVICES PROVIDED:
     _____ Maintenance       _____ Repair
     _____ Patching          _____ Replacement

CONTRACT PERIOD: START DATE: ___________________________
                  COMPLETION DATE: ___________________________

PROJECT DOLLAR AMOUNT: $____________________________

TYPE OF ROOF:
Single Ply: __ EPDM (Firestone, Carlisle) __ PVC (Sarnafil) __ TPO (Firestone, Tremo)
Built-up Roof (BUR): __ Asphaltic (Mineral, Gravel) __ Modified Bitumen __ Coal Tar
Inverted Roof Membrane Assembly (IRMA): __
Metal Roof Panels (Flat Seam Lead Coated Copper) __
Spray Polyurethane Foam __
Vegetated Roof Assembly over single ply membrane __
Fiberglass and Asphalt Shingles __
Metal Roof Panels (Standing Seam) __
Slate __

MANUFACTURER: ________________________________
GROSS SQUARE FOOTAGE: ______________________ GSF

DURATION KEY PERSON WAS ON THE PROJECT:
________________________________________________

7. OTHER ACHIEVEMENTS/OTHER NOTATIONS (NOT REQUIRED):
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
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_________________________________________________________________________________

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

END OF KEY PERSONNEL FORM
UMBC ON CALL ROOFING  
RFP# BC-20995-K – FIRM EXPERIENCE

PROPOSER: ________________________________________________________________

Note: A separate form is to be completed and submitted for each of the requested three (3) projects for each category in which the Proposer is submitting a technical proposal.

___ On Call Maintenance/Repair       ___ Roof Replacement Projects.

___ Slate Roof Repair/Replacement

Project Name: ______________________________________________________________

Company/Institution Name: ___________________________________________________

Contact Person’s Name: _____________________ Title: ____________________________

Contact Phone Number: _____________________ Email Address: ___________________

1. Description of Services Performed:

   _____ Maintenance       _____ Repair
   _____ Patching          _____ Replacement

2. Dates services provided:

   Start Date: _________________ and Completion Date: _________________

3. Contract/Project Dollar Value: $_______________________________

4. TYPE OF ROOF:

   Single Ply:   __ EPDM (Firestone, Carlisle)  __ PVC (Sarnafil)  __ TPO (Firestone, Tremo)
   Built-up Roof (BUR): __ Asphaltic (Mineral, Gravel) __ Modified Bitumen __ Coal Tar
   Inverted Roof Membrane Assembly (IRMA): __
   Metal Roof Panels (Flat Seam Lead Coated Copper) __
   Spray Polyurethane Foam __
   Vegetated Roof Assembly over single ply membrane __
   Fiberglass and Asphalt Shingles __
   Metal Roof Panels (Standing Seam) __
   Slate __

5. Manufacturer: ___________________________________________________________

6. Gross Square Footage: __________________________ GSF
7. Proposing Firm’s role on this project/contract:
   Prime ( )  Subcontractor ( )  Name of Firm: ________________________________

8. Project Setting:  __ University  __ Corporate  __ Other __________________________

9. Name of Key Personnel as follows:

<table>
<thead>
<tr>
<th>Person’s Name</th>
<th>Role on the project</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Project Manager</td>
</tr>
<tr>
<td></td>
<td>Field Superintendent</td>
</tr>
</tbody>
</table>

10. Similarities to the UMBC Scope of Work:
   _____ University Setting
   _____ On-Call Type Contract
   _____ Roof Type (Manufacturer:______________________________ )
1. List names of Company’s principals, partners, or proprietors and years of roofing industry experience.

<table>
<thead>
<tr>
<th>Name:</th>
<th>Title:</th>
<th>Roofing Experience:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>__________ years</td>
</tr>
<tr>
<td></td>
<td></td>
<td>__________ years</td>
</tr>
<tr>
<td></td>
<td></td>
<td>__________ years</td>
</tr>
</tbody>
</table>

(Add as many lines as needed.)

1.1 List name of Manager(s) and title(s) at the Branch Office which will service UMBC and Towson University (if not provided in #1 above.)

<table>
<thead>
<tr>
<th>Name:</th>
<th>Title:</th>
<th>Roofing Experience:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>__________ years</td>
</tr>
<tr>
<td></td>
<td></td>
<td>__________ years</td>
</tr>
<tr>
<td></td>
<td></td>
<td>__________ years</td>
</tr>
</tbody>
</table>

(Add as many lines as needed.)

1.2 Provide a brief history of the Company inclusive of how firm started and evolved over the years to the firm it is today.

________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________

(Add as many lines as needed.)

2. List trade association memberships and number of years that membership has been held.

<table>
<thead>
<tr>
<th>Association Name:</th>
<th>Years in Association</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Add as many lines as needed.)

3. Confirm that a copy of current State of Maryland contractor’s license is included in Technical Proposal _ Yes _ No.

4. Identify the type of work performed with company’s own personnel.

________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________

(Add as many lines as needed.)
5. Describe Company policy for on-site supervision and internal quality management procedures. Attach supplemental information as required.

____________________________________________________________________

____________________________________________________________________

(Add as many lines as needed.)

6. Indicate if your Company has a published quality management policy and procedure*.  
   _ Yes  _ No.

*Note: On Call Contractors may be requested to provide a copy of your published quality management policy and procedure as the procurement progresses or as a part of the contract documents.

7. State whether your Company has failed to complete work under any construction contracts in the past 5-years.  _ Yes  _ No. If yes, explain.

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

(Add as many lines as needed.)

8. State whether the Company’s principals, partners, or proprietors have failed to complete work under any construction contracts at other Companies in the past 5-years.

   _ Yes  _ No. If yes, explain.

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

(Add as many lines as needed.)


   2014: __________  2015: __________  2016: __________

If EMR exceeds 1.0 for the past three years provide verifiable explanation why EMR exceeded 1.0.

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________
If company cannot meet this requirement, an explanation may be submitted with the proposal and the eligibility of the company for this work is solely at the discretion of the University.

10. State whether your Company is currently involved in litigation. _Yes _No. If yes, explain.

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
(Add as many lines as needed.)

If company cannot meet this requirement, an explanation may be submitted with the proposal and the eligibility of the company for this work is solely at the discretion of the University.

11. Provide list of three similar projects (>\$500,000) your company has completed in the last five years.

1: ______________________________________
2: ______________________________________
3: ______________________________________

12. State number of years your company has been approved or certified for installation and warranty repairs for any and all of the following:

   Single Ply: __ EPDM (Firestone, Carlisle) __ PVC (Sarnafil) __ TPO (Firestone, Tremo)
   Built-up Roof (BUR): __ Asphaltic (Mineral, Gravel) __ Modified Bitumen __ Coal Tar
   Inverted Roof Membrane Assembly (IRMA): __
   Metal Roof Panels (Flat Seam Lead Coated Copper) __
   Spray Polyurethane Foam __
   Vegetated Roof Assembly over single ply membrane __
   Fiberglass and Asphalt Shingles __
   Metal Roof Panels (Standing Seam) __
   Slate __

12.1 Proof of such certification(s) is(are) to be included in Technical Proposal.
13. Provide any former business names and address:

____________________________________________________________________

____________________________________________________________________.

14. Please state the number of years your company has been in business: ________ years.

15. Has your company failed to complete work in the last ten years? _____ Yes _____ No

If company cannot meet this requirement, an explanation may be submitted with the proposal and the eligibility of the company for this work is solely at the discretion of the University.

16. Has your company filed bankruptcy in the last ten years? _____ Yes _____ No

If company cannot meet this requirement, an explanation may be submitted with the proposal and the eligibility of the company for this work is solely at the discretion of the University.

17. Has your company received any serious OSHA safety violations in the last five years?:

_____ Yes _____ No

If company cannot meet this requirement, an explanation may be submitted with the proposal and the eligibility of the company for this work is solely at the discretion of the University.

18. Does your firm currently have any active litigation? _____ Yes _____ No

If yes, explain:

____________________________________________________________________

____________________________________________________________________.

If company cannot meet this requirement, an explanation may be submitted with the proposal and the eligibility of the company for this work is solely at the discretion of the University.

19. State number of years your company has been in business, working primarily as a roofing contractor. ________ years.


Per Project: $______________________ Aggregate: $______________________

21. Complete the following charts regarding firm’s annual sales, number of projects, and project size.
ANNUAL SALES VOLUME

i. **On Call Roofing Maintenance/Repair**

<table>
<thead>
<tr>
<th>YEAR</th>
<th>ANNUAL SALES VOLUME</th>
<th># OF ON CALL ROOFING PROJECTS</th>
<th>AVERAGE ON CALL ROOF PROJECT SIZE BY GSF</th>
<th>AVERAGE ROOF ON CALL PROJECT BY DOLLAR AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2015</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>2014</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>YEAR</th>
<th>LARGEST ROOF ON CALL SIZE BY GSF</th>
<th>LARGEST ROOF ON CALL BY DOLLAR AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2015</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2014</td>
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</tr>
</tbody>
</table>

ii. **Roofing Replacement**

<table>
<thead>
<tr>
<th>YEAR</th>
<th>ANNUAL SALES VOLUME</th>
<th># OF ROOF REPLACEMENT PROJECTS</th>
<th>AVERAGE ROOF REPLACEMENT SIZE BY GSF</th>
<th>AVERAGE ROOF REPLACEMENT BY DOLLAR AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td></td>
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<td>2014</td>
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</tr>
<tr>
<td>YEAR</td>
<td>LARGEST ROOF REPLACEMENT SIZE BY GSF</td>
<td>LARGEST ROOF REPLACEMENT BY DOLLAR AMOUNT</td>
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<td>2016</td>
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<tr>
<td>2014</td>
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</tr>
</tbody>
</table>

TOTAL CO.  LOCAL OFFICE

TOTAL NUMBER OF EMPLOYEES:  __________   __________

With the following breakdown for the Local Office that will service the University:

_____ Senior Management    _____ Roofing Mechanics

_____ Project Managers      _____ Administrative Support

_____ Field Superintendents _____ Other: _____________________________

END OF COMPANY PROFILE/CONTRACTOR QUALIFICATION FORM
BID/PROPOSAL AFFIDAVIT

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.


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.

B-2. Certification Regarding Veteran-Owned Small Business Enterprises. The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

(1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;

(2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;

(3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)−(5) of this regulation.

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):

__________________________________________________________________________________________

__________________________________________________________________________________________

__________________________________________________________________________________________

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):
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).

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):

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. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

__________________________________________________________________________________________

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. 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)

Federal Tax Identification Number: _________________

END OF FORM
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No. ________  dated ________
Addendum No. ________  dated ________
Addendum No. ________  dated ________
Addendum No. ________  dated ________
Addendum No. ________  dated ________
Addendum No. ________  dated ________

As stated in the RFP documents, this form is included in our Technical Proposal.

Signature

_____________________________________________
Name Printed

_____________________________________________
Title

_____________________________________________
Date

END OF FORM
Attachment A

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION

AFFIDAVIT FORM 1-1A

This document **MUST BE** included with the Technical Proposal. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award. **THIS IS NON-CURABLE.**

In conjunction with the bid or offer submitted in response to Solicitation No. _______, I affirm the following:

1. □ I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of 5 percent for the cumulative total of all projects awarded to Offeror and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):

   _0_ percent African American   _0_ percent Asian American

   _0_ percent Hispanic American  _0_ percent Woman-Owned

   Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.

   OR

□ I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.
2. 2.1 If I am shortlisted for the Roof Replacement category under this solicitation and requested by UMBC to submit a Price Proposal, I acknowledge that I will identify the specific commitment of Maryland State certified MBE’s by completing and submitting an Attachment B – MBE Participation Schedule with our firm’s Price Proposal for the UMBC Commons Roof Replacement.

2.2 If I am shortlisted for the Roof Maintenance/Repair category under this solicitation and requested by UMBC or Towson University to submit a Price Proposal for any subsequent projects done under that category, I acknowledge that I will identify the specific commitment of Maryland State certified MBE’s by completing and submitting an Attachment B-MBE Participation Schedule with our firm’s Project Proposal for any projects done under this category as may be applicable.

2.3 If I am shortlisted for the Slate Roof Repair/Replacement category under this solicitation and requested by Towson University to submit a Price Proposal for any subsequent projects done under that category, I acknowledge that I will identify the specific commitment of Maryland State certified MBE’s by completing and submitting an Attachment B-MBE Participation Schedule with our firm’s Project Proposal for any projects done under this category as may be applicable.

3. I understand that if I am notified that I am the apparent awardee for the UMBC Commons Roof Replacement Project, I must submit the following additional documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.

(a) Outreach Efforts Compliance Statement (Attachment C)

(b) Subcontractor Project Participation Certification (Attachment D)

(c) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

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

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

5. I understand that my failure to comply with the requirements of the State of Maryland MBE Program may result in my being assessed liquidated damages as stated in the Contract issued with this solicitation.
6. I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

__________________________  __________________________
Bidder/Offeror Name  Signature of Affiant

__________________________  __________________________
Address  Printed Name, Title

__________________________  __________________________
Date

SUBMIT THIS AFFIDAVIT WITH INITIAL TECHNICAL PROPOSAL
APPENDIX B

PRICE PROPOSAL FORM
UMBC ON CALL ROOFING  
**** SAMPLE **** PRICE PROPOSAL FORM

PROPOSAL NO.  
RFP #BC-20995-K

PRICE PROPOSAL DUE DATE:  
FRIDAY, JUNE 9, 2017 BY 2:00PM DST

PRICE PROPOSAL FOR:  
UMBC ON CALL ROOFING

NAME OF PROPOSER:  
____________________________________________________

FID NUMBER:  
_________________________________

PRICE PROPOSAL

Ms. John Kenny  
University of Maryland Baltimore County  
1000 Hilltop Circle, Administration Building #732  
Baltimore, MD 21250

Dear Mr. Kenny,

The undersigned, hereby submits a Price Proposal to provide all labor, material, equipment, and supervision for UMBC On Call Roofing as set forth in RFP #BC-20995-K, dated 03/30/17 and, Addenda as follows:

Addendum ______ dated______  
Addendum ______ dated______  
Addendum ______ dated______  
Addendum ______ dated______

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to perform and complete the services as described in the solicitation documents. By signing and submitting this response, undersigned hereby agrees to all the terms and conditions of the RFP documents. BIDDERS ARE NOT TO ALTER, ADD TO, OR DELETE ANYTHING FROM THIS PRICE PROPOSAL FORM.

We will perform the on call work as described in the RFP documents inclusive of technical specifications and issued addenda for the guaranteed unit pricing defined on the following pages.

We understand that the University reserves the right to make the award of for all items, or any parts, thereof, to one or more proposers as set forth in detail under the information furnished in the specified documents. We understand it is the University's intent to make a single award.

Signature page to follow shall be signed by company representative as noted.  
(signer's initial ____________ )
PROPOSAL NO. RFP #BC-20995-K
PRICE PROPOSAL DUE DATE: FRIDAY, JUNE 9, 2017 BY 2:00PM DST
PRICE PROPOSAL FOR: UMBC ON CALL ROOFING

NAME OF PROPOSER: ____________________________________________________________
FID NUMBER: ________________________________

We understand that by submitting a proposal we are agreeing to all of the terms and conditions included in the RFP documents, and that the Bid/Proposal Affidavit submitted as part of the original technical proposal remains in effect. The evaluation and subsequent final ranking of proposals will be in accordance the RFP documents. We understand that technical weighs greater than cost.

The Proposer commits to the University that the Project Manager, Field Superintendent(s), Superintendents, and Roofing Supervisor/Project Lead(s) named within the Technical Proposal submitted as part of this Price Proposal response will be assigned to UMBC and TU if awarded this contract, or a portion thereof. This Price Sheet is to include all work necessary to effectively conduct and complete the Scope of Work.

We understand that On-Call Roofing Services may be done on a time and material not to exceed (NTE) basis OR Lump Sum basis as may be requested by the University.

The undersigned agree to furnish all labor, materials, and equipment and services necessary for On-Call Roofing Services at various UMBC and Towson University Buildings, in Accordance with the specifications, and other documents, herein and completes this Work for the following prices:

1. **On Call Maintenance and Repair**

   Prices shall include all direct and indirect costs such as travel, disposal fees, permits, profit and overhead, and administrative supervision by Principal(s).

   **A. Year One: Labor Rates (inclusive of salary, taxes, and all fringe benefits per this Price Proposal document)**

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<th>POSITIONS</th>
<th>REGULAR RATE ($/HR)</th>
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B. **Year Two: Labor Rates** (inclusive of salary, taxes, and all fringe benefits per this Price Proposal document)

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B. **Material Mark-up** over invoice is at ______ %

C. **Equipment Rental Mark-up** over invoice is at ______ %

Note: Equipment rental not owned by Awarding Contractor. Inclusive of delivery/pick-up, handling costs overhead, and Profit.

D. **Subcontractor Mark-up** over invoice is at ______ % (CANNOT BE GREATER THAN 10%)

2. **Roof Replacement Category:**
   - Lump Sum Price for UMBC Commons Roof Replacement (Note: Complete the Separate Bid Form attached to this Price Proposal Form.)
3. **On Call Slate Roofing Maintenance and Repair and Replacement for Towson University:**

   Prices shall include all direct and indirect costs such as travel, disposal fees, permits, profit and overhead, and administrative supervision by Principal(s).

   **A. Year One: Labor Rates for Slate Roofing Work (inclusive of salary, taxes, and all fringe benefits per this Price Proposal document)**

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D. **Material Mark-up for Slate Roofing Work** over invoice is at _____ %

E. **Equipment Rental Mark-up for Slate Roofing Work** over invoice is at _____ %

Note: Equipment rental not owned by Awarding Contractor. Inclusive of delivery/pick-up, handling costs overhead, and Profit.

D. **Subcontractor Mark-up for Slate Roofing Work** over invoice is at _____ %

*(CANNOT BE GREATER THAN 10%)*

Enclosure: UMBC Commons Roof Replacement Project Bid form
MBE Attachment 1B – Schedule for UMBC Commons Roof Replacement
Bid Bond (5% of the UMBC Commons Roof Replacement)

___________________________________________
Proposer (Company Name)

___________________________________________
Authorized Signature

___________________________________________
Print Name

___________________________________________
Title

END OF PRICE PROPOSAL FORM

(signer's initial __________)

Signature page to follow shall be signed by company representative as noted.
Attachment B

MBE Participation Schedule for UMBC Commons Roof Replacement Project

(for submission by shortlisted firms with Price Proposal)

This document **must** be included with the Price Proposal offer for the UMBC Commons Roof Replacement Project. If the Proposer/Offeror fails to submit this form with the Price Proposal for the UMBC Commons Roof Replacement Project as required, the Procurement Officer **shall** deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award. **THIS IS NON-CURABLE.**

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<tr>
<th>Prime Contractor (Firm Name, Address, Phone)</th>
<th>Project Description</th>
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<th>Project Number:</th>
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List Information For Each Certified MBE Subcontractor On This Project

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<th>Minority Firm Name</th>
<th>MBE Certification Number</th>
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**Applicable Certification Category (For Dually Certified Firms, Check Only One Certification Category)**

- [ ] African American
- [ ] Asian American
- [ ] Hispanic American
- [ ] Woman-Owned
- [ ] Other

**Description of Work To Be Performed**

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<tr>
<th>Percentage of Total Contract and Dollar Amount</th>
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- [ ] African American
- [ ] Asian American
- [ ] Hispanic American
- [ ] Woman-Owned
- [ ] Other
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<th>Description of Work To Be Performed</th>
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<th>Dollar Amount or Percentage of Total Contract</th>
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<th>Minority Firm Name</th>
<th>MBE Certification Number</th>
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<th>Applicable Certification Category (For Dually Certified Firms, Check Only One Certification Category)</th>
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**SUMMARIZE TOTAL MBE PARTICIPATION ON NEXT PAGE**

I solemnly affirm under the penalties of perjury that: (i) I have reviewed the instructions for the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule, and (ii) the information contained in the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule is true to the best of my knowledge, information and belief.

__________________________________________  ______________________________________
Bidder/Offeror Name  Signature of Authorized Representative

*(PLEASE PRINT OR TYPE)*

__________________________________________  ______________________________________
Address  Printed Name and Title

__________________________________________  ______________________________________
City, State and Zip Code  Date
SUMMARY

Total African American MBE Participation: _________%
Total Asian American MBE Participation: _________%
Total Hispanic American MBE Participation: ________%
Total Woman-Owned MBE Participation: _________%
Total Other Participation: _________%

Total All MBE Participation: _________ %
KNOW ALL MEN BY THESE PRESENTS, that we, ___________________________ (Bidding Company)
as Principal, hereinafter called the “Principal”, and ___________________________ (Bonding Company)
as Surety, hereinafter called the “Surety”, are held and firmly bound unto the State of Maryland, hereinafter called “State” for the sum of $ ___________________________, or payment of which sum, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid/proposal for (Identify project by number and brief description): ___________________________.

NOW, THEREFORE, if the Principal, upon acceptance by the State of its bid/proposal identified above, within the period specified herein for acceptance, ninety (90) days, if no period is specified, shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid/proposal as accepted within the time specified, ten (10) days if no period is specified, after receipt of the forms, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the State for any cost of procuring the work which exceeds the amount of its bid, then the above obligation shall be void and of no effect.

The Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid/proposal that the Principal may grant to the State, notice of which extension(s) to the Surety being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than ninety (90) calendar days in addition to the period originally allowed for acceptance of the bid.

In Presence of Witness: ___________________________ as to ___________________________.

In Presence of Witness: ___________________________ as to ___________________________.

In Presence of Witness: ___________________________ as to ___________________________.

In Presence of Witness: ___________________________ as to ___________________________.

In Presence of Witness: ___________________________ as to ___________________________.

In Presence of Witness: ___________________________ as to ___________________________.

Corporate Principal

(Name of Corporation)

By: ___________________________.

President

Attest:

Corporate Secretary ___________________________.

AFFIX CORPORATE SEAL

(Surety) AFFIX CORPORATE SEAL

Attest ___________________________.

Title: ___________________________.

Affix Agent’s Name: ___________________________.

Business Address of Surety ___________________________.

Approved as to legal form and sufficiency this ___________________________. day of ___________________________. 200 ___________________________.

Asst. Attorney General
APPENDIX C

CONTRACT FORMS

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

- Standard UMBC Services Contract
- Contract Affidavit
- Performance Bond
- Payment Bond
CONTRACT
BETWEEN
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
AND
FIRM NAME.

By this Contract, made as of the __ day of ________, 2017, by and between The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland, agency of the State of Maryland (“University”), 1000 Hilltop Circle, Baltimore, Maryland 21250, and __________________________ (“Contractor”), for _________, the parties hereby agree as follows:

1. **TERM OF CONTRACT:** The term of this Contract shall begin on _________, 2017 and terminate on ___________.

   The initial term is for two (2) years with eight (8) one-year renewal options at the University’s sole discretion.

2. **SCOPE OF CONTRACT:** The Contractor's obligations and duties under this Contract shall include, but are not limited to, the terms, conditions and specifications contained in RFP No. BC-20995-K, and any amendments or changes thereto as well as the Contractor's proposal submitted in response to the aforementioned RFP (collectively referred to hereinafter as the “Contract Documents”). These obligations and duties are subject to the unilateral right of the University to order, in writing, changes in the work within the scope of the Contract.

3. **COMPENSATION AND METHOD OF PAYMENT:**

   A. As compensation for satisfactory performance of the work described in Paragraph 2, above, the University will pay the Contractor $___________ for the initial term and each subsequent renewal term.

   B. The Contractor's Federal Tax Identification Number or, where applicable, Social Security Number is ____________.

   C. The Contractor shall be paid only for items or services that are specifically named in this Contract. No additional costs for items or services will be paid by the University without its prior express written consent.

4. **DELIVERY:** Delivery shall be made in accordance with bid/RFP specifications. 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 specifications shall be delivered FOB the point or points specified prior to or on the date specified in the solicitation. Any material that is defective or fails to meet the terms of the specifications shall be rejected. Rejected materials shall be promptly replaced. The University reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejects shall be liable for any excess price paid for the replacement plus applicable expenses, if any.

5. **NON-HIRING OF EMPLOYEES:** No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.

6. **RESPONSIBILITY OF CONTRACTOR:**

   A. The Contractor shall perform the services with that standard of care, skill and diligence normally provided by a Contractor in the performance of services similar to the services hereunder.

   B. Notwithstanding any review, approval, acceptance or payment for the services by the University, the Contractor shall be responsible for professional and technical accuracy of its work, design drawings, specifications and other materials furnished by the Contractor under this Contract.

7. **DISSEMINATION OF INFORMATION:**

   A. During the term of this Contract, the Contractor shall not release any information related to the services or performance of the services under this Contract nor publish any final reports or documents without the prior written approval of the University.

   B. The Contractor shall indemnify and hold harmless the University, its officers, agents and employees, from all liability which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, of any information, data, documents, or materials pertaining in any way to this Contract by the Contractor, its agents or employees.

8. **OWNERSHIP OF DOCUMENTS AND MATERIALS:** The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs graphics, mechanical, artwork, and computations prepared by or for it under the terms of this Contract shall at any time during the performance of the services be made available to the University upon request by the University and shall become and remain the exclusive property of the University upon termination or completion of the services. The University shall have the right to use same without restriction or limitation and without compensation to the Contractor other than that provided by this Contract. The University shall be the owner for purposes of copyright, patent or trademark registration.
9. **PATENTS, COPYRIGHTS AND TRADE SECRETS:**

A. If the Contractor furnishes any design, device, material, process or other item which is covered by a patent or copyright or which is deemed proprietary to or a trade secret of another, Contractor shall obtain the necessary permission or license to use such item.

B. Contractor will defend or settle, at its own expense, any claim or suit against the University alleging that any such item furnished by Contractor infringes any patent, trademark, copyright, or trade secret. Contractor also will pay all damages and costs that by final judgment may be assessed against the University due to such infringement and all attorneys’ fees and litigation expenses reasonably incurred by the University to defend against such a claim or suit. The obligations of this paragraph are in addition to those stated in paragraph 16 below.

C. If any products furnished by Contractor become, or in Contractor’s opinion, are likely to become, the subject of a claim of infringement, Contractor will, at its option: (1) procure for the University the right to continue using the applicable item; (2) replace the product with a non-infringing product substantially complying with the item’s specifications; or (3) modify the item so it becomes non-infringing and performs in a substantially similar manner to the original item.

10. **DISPUTES:** This Contract shall be subject to the provisions of University System of Maryland Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer’s decision. Any dispute that is not subject to the jurisdiction of the Maryland State Board of Contract Appeals, as provided in the University System Procurement Policies and Procedures, shall be brought in and heard by the courts of the State of Maryland, and the parties voluntarily consent to the exclusive jurisdiction of the courts of this State for any such proceeding.

11. **NON-DISCRIMINATION IN EMPLOYMENT:** During the performance of this contract, the Contractor agrees as follows: (a) The Contractor will not discriminate against any employee, applicant for employment, or individual because of race, color, religion, creed, age, sex, sexual orientation, gender identity or expression, marital status, national origin, veteran’s status, genetic information, and/or physical or mental handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, age, sex, sexual orientation, gender identity or expression, marital status, national origin, veteran’s status, genetic information, and/or physical or mental handicap; (b) The Contractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must, at minimum, contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined; (c) The Contractor will post in conspicuous places, available to employees, applicants for employment, and representatives of each labor union with which the covered Contractor has a collective bargaining agreement, notices setting forth the provisions of the nondiscrimination clause in subsection (a); (d) In the event of the Contractor's noncompliance with the nondiscrimination clause, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the University of Maryland Baltimore County (UMBC); and (e) The Contractor will include the provisions of paragraphs (a) through (d) in every subcontract so that such provisions will be binding upon each subcontractor or vendor.

12. **CIVIL RIGHTS ACT 1964:** Vendors and Contractors providing materials, equipment, supplies or services to the State under this Contract herewith assure the State that they are conforming to the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1988, and the Civil Rights Act of 1991, and Section 202 of Executive Order 11246 of the President of the United States of America as amended by Executive Order 11375, as applicable.

13. **AFFIRMATIVE ACTION:** The Contractor and all subcontractors shall develop and maintain affirmative action plans directed at increasing the utilization of women and members of minority groups on State public works projects, pursuant to the Executive Order 11246 of the President of the United States of America and guidelines on Affirmative Action issued by the Equal Employment Opportunities Commission (EEOC) 29 C.F.R. part 1608 and the Governor of Maryland’s Executive Order 01.01.1993.16.

14. **CONFLICT OF INTEREST LAW:** It is unlawful for any University officer, employee, or agent to participate personally in his official capacity through decision, approval, disapproval, recommendation, advice, or investigation in any contract or other matter in which he, his spouse, parent, child, brother, or sister, has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee, or agent has previously complied with the provisions of Article 40A, §3-101 et seq of the Annotated Code of Maryland.

15. **CONTINGENT FEE PROHIBITION:** The Contractor, Architect, or Engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, Architect, or Engineer, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

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16. **INTELLECTUAL PROPERTY**: Contractor agrees to indemnify and save harmless the State, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Contract.

17. **SOFTWARE CONTRACTS**: N/A

18. **EPA COMPLIANCE**: Materials, supplies, equipment and services shall comply in all respects with the federal Noise Control Act of 1972, where applicable. Power equipment, to the greatest extent possible, shall be the quietest available. Equipment certified by the US EPA as a Low Noise Emission Product pursuant to the Federal Noise Control Act of 1972 shall be considered to meet the intent of the regulation. The Contractor must supply and have immediately available to their employees spill containment equipment/supplies necessary to contain any hazards they may introduce to the job site. The Contractor is responsible for any and all costs incurred by the University in remediating spills or releases of materials he/she introduced onto the job site.

19. **TERMINATION OF MULTI-YEAR CONTRACTS DUE TO LACK OF 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 State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland 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 State 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.

20. **TERMINATION FOR DEFAULT**: If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the University may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the University’s option, become the University’s property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor’s breach. If damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the University can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

21. **TERMINATION FOR CONVENIENCE**: The performance of work under this Contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

22. **DELAYS AND EXTENSIONS OF TIME**: The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. 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 State Contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a sub-contractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

23. **VARIATIONS IN ESTIMATED QUANTITIES**: No equitable adjustment shall be permitted in favor of either the State of Maryland or the Contractor in the event that the quantity of any pay item in this Contract is an estimated quantity and the actual quantity of such pay item varies from the estimated quantity stated in the Contract.

24. **LIQUIDATED DAMAGES**: Time is an essential element of the Contract and it is important that the work be vigorously prosecuted until completion. For each day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the contract, the Contractor shall be liable for liquidated damages in the amount(s) provided for in the solicitation, provided, however, that the due account shall be taken of any adjustment of the specified completion time(s) for completion of work as granted by approved change orders.

25. **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 the Procurement Officer may determine to be appropriate for the convenience of the University.
26. **PRE-EXISTING REGULATIONS:** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.

27. **FINANCIAL DISCLOSURE:** The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, 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.

28. **POLITICAL CONTRIBUTION DISCLOSURE:** The Contractor shall comply with Article 33, Sections 14-101 through 14-104, of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year under 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 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) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

29. **RETENTION OF RECORDS:** The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the University hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.

30. **AUDIT:** The University reserves the right to request an independent review of the Contractor's financial operations and overall contract compliance (“Review”). The Review would be at the Contractor's expense and comprised of an agreed upon procedures engagement by an independent certified public accountant with a protocol acceptable to both parties at the time of the request.

31. **COMPLIANCE WITH LAWS:** The Contractor hereby represents and warrants that:
   
   A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
   
   B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
   
   C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
   
   D. It shall obtain at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Contract.

32. **COST AND PRICE CERTIFICATION:** By submitting cost or price information, the Contractor certifies to the best of its knowledge that 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.
   
   C. 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.

33. **TRUTH-IN NEGOTIATION CERTIFICATION:** [Mandatory provision for architectural services or engineering services contracts exceeding $100,000. It shall be in substantially the same form as follows: or insert “N/A” if not applicable.] The Contractor by submitting cost or price information, including wage rates or other actual unit costs, certifies to the best of its knowledge, information and belief, that:
   
   A. the wage rates and other factual unit costs supporting the firm’s compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;
   
   B. if any items of compensation were increased due to the furnishing of inaccurate, incomplete or noncurrent wage rates or other units of costs, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The University’s right to adjustment includes the right to a
price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and,

C. If additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or noncurrent wage rates and other factual costs.

34. **PAYMENT OF UNIVERSITY OBLIGATIONS:** Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the University's receipt of a proper invoice from the Contractor. Each such invoice must reflect the Contractor's federal tax identification number. 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, as from time to time amended, are prohibited.

35. **SET-OFF:** The University may deduct from and set-off any amounts due and payable to the Contractor any back-charges or damages sustained by the University by virtue of any breach of this Contract by the Contractor or by virtue of the failure or refusal of the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.

36. **INDEMNIFICATION:** The University shall not assume any obligations to indemnify, hold harmless, or pay attorneys’ fees that may arise from or in any way be associated with the performance or operation of this Contract.

37. **PROHIBITION AGAINST SHIFTING MARYLAND INCOME TO OUT-OF-STATE AFFILIATES:** Contractor may not, for any period during the Contract term, seek to reduce the amount of Contractor’s income subject to Maryland income tax by payments made to an affiliated entity or an affiliate’s agent for the right to use trademarks, trade names, or other tangible property associated with Contractor. Contractor agrees that during the course of this Contract it shall not make any such royalty or similar payments to any affiliated company; and if any such royalty or similar payments are made, Contractor and the affiliated company shall file separate Maryland income tax, under a formula that reasonably apportions the income of the affiliated company among the states, including Maryland, in which the Contractor does business. Contractor agrees that it is authorized to bind its affiliated entities to the terms hereof.

38. **USE OF CONTRACTOR’S FORMS NOT BINDING ON STATE:**

   A. The use or execution by the University of any forms, orders, agreements, or other documents of any kind, other than the Contract documents, used pursuant to or in the administration of any contract awarded by the University to the Contractor, shall not bind the University to any of the terms and conditions contained therein except those provisions:

      (1) Generally describing for the purposes of ordering: equipment or services to be provided, locations, quantities, delivery or installation dates, and, to the extent consistent with the Contract Documents, prices; and

      (2) not otherwise inconsistent with the Contract Documents.

   B. Any such form, order, or others document shall not vary, modify, or amend the terms and provisions of the Contract Documents, notwithstanding any provision to the contrary in such document, unless all of the following conditions are met:

      (1) the document expressly refers to the particular document and provision of the Contract Documents being modified and plainly and conspicuously identifies any modifications thereto as a modification; and

      (2) the document is executed on behalf of the University by the procurement officer; and

      (3) execution of the document is approved by the procurement authority whose approval is required by law.

39. **ASSIGNMENT:** This Contract and the rights, duties, and obligations hereunder may not be assigned or subcontracted by Contractor without the prior written consent of the University.

40. **WAIVER OF JURY:** UNIVERSITY AND CONTRACTOR, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THEY ARE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS CONTRACT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES WHO ARE NOT PARTIES TO THIS CONTRACT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY UNIVERSITY AND CONTRACTOR, WHO HEREBY REPRESENT AND WARRANT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY AN INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

41. **MARYLAND LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflicts of law or choice of law principles.
42. **FORCE MAJEURE**: If either party’s performance(s) hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to sickness, inability to perform, accident, interruption or failure of means of transportation, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond that party’s control, then each party’s obligations with respect to the affected performance(s) shall be excused and neither party will have any liability in connection therewith.

43. **SUCCESSORS AND ASSIGNS**: This Agreement will bind upon and inure to the benefit of the parties hereto and their respective personal representatives/successors and assigns. Successors and assigns shall agree to assume in writing the obligations under this Contract.

44. **COMPLIANCE WITH FERPA**: The University agrees that, for purposes of the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) as amended ("FERPA"), the Contractor will be considered a contractor to whom functions and services have been outsourced by the University. As a result of these function and services, the Contractor might have access to educational records, as defined by FERPA. Contractor agrees that it shall not re-disclose personally identifiable educational records that it receives from the University pursuant to this Agreement, unless such disclosure is authorized to perform the functions and services provided through this agreement or is authorized under FERPA. Contractor expressly warrants and represents that it shall not use the student information or educational records provided by the University for any purpose other than to comply with the terms of this Agreement with the University. Contractor shall indemnify and hold harmless the University from and against any and all claims, suits, proceedings, costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs, attorney’s fees, and other reasonable expenses of litigation, which may arise out of, relate to, or be a consequence of, an unauthorized disclosure of educational records. Contractor will, upon discovery, or receipt of notice, of a potential, or actual, material unauthorized disclosure of educational records, immediately report said occurrence to the University. Contractor will work with the University to remediate the unauthorized disclosure (or anticipated unauthorized disclosure) at the expense of Contractor. The terms of the remediation are the sole and exclusive determination of the University.

45. **SMOKE-FREE CAMPUS**: In an effort to provide a healthy, smoke-free environment for everyone on campus, and in accordance with USM policy, effective, July 1, 2013, UMBC has become smoke-free campus. The campus has provided two designated areas removed from major pedestrian traffic. All existing smoking urns have been removed, and new urns have been placed at each designated smoking area. Permanent smoking shelters will be installed during the fall semester. The two locations will be the Park Road Smoking Area, adjacent to Lots 1 and 3; and the Fine Arts Service Smoking Area, near the Fine Arts Building service area. To ensure that this policy is adhered to, individuals found in violation will be directed to review the smoking policy online at smokefree.umbc.edu. Those violating the policy after that will be subject to a fine. This new policy reflects a national movement to provide healthy, smoke-free environments on college campuses and brings UMBC in line with more than 800 colleges in the United States that are already smoke free.

46. **RESPONSIBILITY FOR TECHNOLOGY EXPORT CONTROL:**
   A. The Seller shall comply with all applicable U.S. export control laws and regulations in the performance of this Purchase Order and the distribution and use of resulting work products. Generally, U.S. export control laws and regulations apply to any shipment, transmission, transfer, or exposure to any foreign person, as defined in 22 CFR 120.16, of commodities (equipment, hardware, or material); technology (technical data, information, or assistance); and software (commercial or custom), regardless of where (inside or outside the United States) or how it may occur.
   B. The Seller shall be responsible for obtaining the appropriate licenses or other approvals for exports of commodities, technology, and software, unless an exemption or exception applies. The Seller shall also be responsible for obtaining the appropriate licenses or other approvals before utilizing a foreign person or entity in the performance of this Purchase Order, including instances where the work is to be performed at the LLNL, where the foreign person or entity will have access to any information, technology, or software subject to export control.
   C. The Seller shall be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions and exceptions.
   D. The Seller shall ensure that the provisions of this clause apply to its subcontractors.

47. **CONTRACT CONTROLS**: It is mutually agreed that any attached contract, or addenda thereto, by and between the University and the Contractor pertaining to this Contract is supplemental and subordinate to this University of Maryland, Baltimore County Contract. The terms and conditions of this University of Maryland, Baltimore County Contract shall, at all times and in all events and situations, be controlling.

48. **CONTRACT AFFIDAVIT**: The Contract Affidavit required by the USM Procurement Policies and Procedures, consisting of Authorized Representative statement, Certification of Corporate Registration and Tax Payment, and Certain Affirmations Valid is attached and is a part of this Contract that must be executed by an authorized representative of the Contractor.
49. **ENTIRE AGREEMENT:**

A. This Contract constitutes the entire agreement of the parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the parties with respect to the subject matter hereof. This Contract is intended by the parties as the final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement.

B. Headings: All headings are for reference purposes only and must not affect the interpretation of this Contract. All references to days in this Agreement mean calendar days, unless otherwise expressly stated. All references to including mean including without limitation.

C. Partial Invalidity. Any provision of this Contract which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

D. Notices. Any notice required to be given hereunder shall be deemed to have been given either when served personally, by facsimile, or when sent by first class mail addressed to the parties at the addresses set forth in this Agreement.

E. Counterparts. This Contract may be executed simultaneously, in two (2) or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to any other counterpart.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on their behalf by the undersigned as of the date first shown above.

Contractor:  
___________________________________  
BY: _________________________________  
Witness  
_______________________________  
Typed/Printed Name  
_______________________________  
Title  
_______________________________  
Date  
_______________________________  
Telephone Number  
University of Maryland Baltimore County

Witness  
___________________________________  
BY: _________________________________  
Signature  
_______________________________  
Typed/Printed Name  
__________  
Title  
__________  
Date  
__________  
Telephone Number  
Terry Cook  
Senior Associate Vice President  
Administrative Services

(Revised 05/29/14)
A. AUTHORIZED REPRESENTATIVE
I HEREBY AFFIRM THAT:
I am the (title) ___________________ and the duly authorized representative of (business) ____________, and that I possess the legal authority to make this Affidavit on behalf of myself and the contractor for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT
I FURTHER AFFIRM THAT:
(1) The business named above is a (domestic) (foreign) [check one] corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:
Name: ___________________________________________________________
Address: ___________________________________________________________

(2) Except as validly contested, the Contractor 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 Employment Security Administration, as applicable, and will have paid all withholding taxes due to the State of Maryland prior to final settlement.

C. CERTIFICATION REGARDING INVESTMENTS IN IRAN
(1) The undersigned bidder or offeror certifies that, in accordance with State Finance & Procurement Article, §17-705:
   (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and
   (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

(2) The undersigned bidder or offeror is unable to make the above certification regarding its investment activities in Iran due to the following activities:
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

D. CERTAIN AFFIRMATIONS VALID
I FURTHER AFFIRM THAT:
To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Proposal Affidavit dated __________, 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: _____________________________

Revised January 2013
# PERFORMANCE BOND

<table>
<thead>
<tr>
<th>Principal</th>
<th>Business Address of Principal</th>
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<tr>
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<table>
<thead>
<tr>
<th>Surety</th>
<th>Obligee</th>
</tr>
</thead>
<tbody>
<tr>
<td>a corporation of the State of Maryland and authorized to do business in the State of Maryland</td>
<td>STATE OF MARYLAND</td>
</tr>
<tr>
<td>Penalty Sum of Bond (express in words and figures)</td>
<td>Date of Contract</td>
</tr>
<tr>
<td>Date Bond Executed</td>
<td></td>
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<table>
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<tr>
<th>Contract Number:</th>
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</table>

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

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

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

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

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

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

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

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

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

|　　　　　　　　　　　as to　　　　　　　　　　　　　(SEAL) |

|　　　　　　　　　　　as to　　　　　　　　　　　　　(SEAL) |

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<thead>
<tr>
<th>Corporate Principal</th>
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<td>　　　　　　　　　　　(SEAL)</td>
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| Attest:　　　　　　　　　　　　　　　　　　　　　(SEAL) |
| Name of Corporation |

| By:　　　　　　　　　　　　　　　　　　　　　(SEAL) |
| President |

| AFFIX CORPORATE SEAL |

<table>
<thead>
<tr>
<th>(Surety)</th>
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<td>Attest:　　　　　　　　　　　　　　　　　　　(SEAL)</td>
</tr>
<tr>
<td>By:　　　　　　　　　　　　　　　　　　　　　(SEAL)</td>
</tr>
</tbody>
</table>

| Title:　　　　　　　　　　　　　　　　　　　　　(SEAL) |

| Bonding Agent’s Name:　　　　　　　　　　　　　　　(SEAL) |
| Business Address of Surety |

| Agent’s Address　　　　　　　　　　　　　　　　　　　　　(SEAL) |

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

| this　　day of：　　　　　　　　　　　20　　|

| Asst. Attorney General |
PAYMENT BOND

<table>
<thead>
<tr>
<th>Principal</th>
<th>Business Address of Principal</th>
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<td></td>
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</table>

<table>
<thead>
<tr>
<th>Surety</th>
<th>Obligee</th>
</tr>
</thead>
<tbody>
<tr>
<td>a corporation of the State of Maryland and authorized to do business in the State of Maryland</td>
<td>STATE OF MARYLAND</td>
</tr>
<tr>
<td>Penal Sum of Bond (express in words and figures)</td>
<td>By and through the following</td>
</tr>
<tr>
<td>Date of Contract</td>
<td>Administration</td>
</tr>
</tbody>
</table>

Date Bond Executed, 20.

Contract Number:

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

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

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

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

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

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

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

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

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

12.00069 (Rev. 7/01)
In Presence of Witness

........................................................................................................... as to ................................................... (SEAL)

In Presence of Witness

Co-Partnership Principal

........................................................................................................... (SEAL)

(Name of Co-Partnership)

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

........................................................................................................... as to ................................................... (SEAL)

........................................................................................................... as to ................................................... (SEAL)

Corporate Principal

Attest:

........................................................................................................... (Name of Corporation)

Corporate Secretary

By: ...................................................AFFIX CORPORATE SEAL President

........................................................................................................... (Surety)

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

Signature

Title:

Bonding Agent’s Name:

(Business Address of Surety)

Agent’s Address

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

this ...... day of: ................................................... 20 ......

Asst. Attorney General

12.000668 (Rev. 7/01)

Page 2 of 2
ON CALL ROOFING
RFP #BC-20995-K

APPENDIX D

STANDARD GENERAL CONDITIONS FOR MAINTENANCE PROJECTS

SECTION 00700

UNIVERSITY OF MARYLAND, BALTIMORE COUNTY

STANDARD GENERAL CONDITIONS OF
MAINTENANCE PROJECTS/CONTRACTS

JANUARY 4, 2010 EDITION
("STANDARD MAINTENANCE GENERAL CONDITIONS")
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SECTION 1: DEFINITIONS AND RESPONSIBILITIES

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

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

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

"Architect/Engineer (A/E)" -- means the Architect as defined below.

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

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

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

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

"Contract" -- The written agreement executed between the University and the Contractor, covering the performance of the work and furnishing of labor, services, equipment, and materials, and by which the University is obligated to compensate him therefore at the mutually established and accepted rate or price. The Contract shall include the RFP, the proposal, contract forms and bonds, these Standard Conditions, and special conditions pertaining to work on the campus involved, specifications, addenda, supplemental specifications, all special provisions, all technical provisions, all plans and notices to proceed, any written change orders and supplemental agreements that are required to complete the work in an acceptable manner, including authorized extensions thereof, and any other matter agreed to as being part of the contract in a component of the contract. (Said documents are sometimes referred to as the "contract documents.")

"The Contractor" -- The person or organization having direct contractual relation with the University for the execution of the "Work." If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder. The Contractor shall indicate its Federal Tax Identification or Social Security Number following its name on the first page of the Contract.

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

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

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

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

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

"Notice to Proceed" -- A written notice to the Contractor of the date on or before which he shall begin the prosecution of the work to be done under the Contract.

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

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

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

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

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

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

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

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

"Replace," "Restore," "Renew," "Make Good," "Reconstruct" and similar expressions -- Means to "provide", using new materials, as applicable to the type of work involved.
"Specifications" -- The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, building systems, standards and workmanship for the work, and performances of related services.

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

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

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

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

"University" -- Refers to the University of Maryland, a body corporate and an agency of the State of Maryland. In particular, the University refers to the University of Maryland, Baltimore County.

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

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

1.02 UNIVERSITY’S RESPONSIBILITIES:

A. The University shall furnish base surveys describing the physical characteristics, legal limitations, and utility location for the site of the project, and a legal description of the site.

B. Information or services under the University's control shall be furnished by the University with reasonable promptness to avoid delay in the orderly progress of the work.

C. The foregoing are in addition to other duties and responsibilities of the University enumerated in the Contract.

D. The State shall not assume any obligation to indemnify, hold harmless, or pay attorney's fees that may arise from or in any way be associated with the performance or operation of this agreement [21.07.03.23]

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

A. The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under the Contract.

B. The Contractor shall be responsible to the University for acts and omissions of his employees, subcontractors and their agents and employees, and
other persons performing any of the work under a Contract with the Contractor.

C. The Contractor shall not be relieved from his obligation to perform the work in accordance with the Contract documents either by the Contract or by inspections, tests, or approvals required or performed by persons other than the Contractor.

D. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the Contract documents, and shall not unreasonably encumber the site with any materials or equipment. The Contractor shall submit proof of a Confined Space Program to the University's Office of Environmental Safety & Health (ESH), 1000 Hilltop Circle, Baltimore, MD 21250.

E. Cutting and Patching of Work:

(1) The Contractor shall be responsible for all cutting, fitting, or patching that may be required to complete the work or to make its several parts fit together properly in accordance with the Contract Documents.

(2) The Contractor shall not damage or endanger any portion of the work of the University or any separate Contractors by cutting, patching, or otherwise altering any work or by excavation. The Contractor shall not cut or otherwise alter the work of the University and of such separate Contractor. The Contractor shall not unreasonably withhold from the University or any separate Contractor his consent to cutting or otherwise altering the work.

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

G. Indemnification:

(1) To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the University System of Maryland, the University, the State of Maryland, the Architect/Engineer, and their agents and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, or loss or expense: (1) is attributable to bodily injury, sickness, disease, or death personal injury or injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent or willful act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. This obligation is not intended to be or to imply a waiver of the sovereign immunity of the University or the State.

(2) In any and all claims against the University or the State of Maryland or the Architect/Engineer or any of their agents or employees by any employee of the Contractor or any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under worker's or workmen's compensation acts,
disability benefit acts or other employee benefit acts.

(3) The obligations of the Contractor under this paragraph shall not extend to the liability of the Architect/Engineer, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, for (2) the giving of or the failure to give directions or instructions by the Architect/Engineer, his agent or employees providing such giving or failure to give is the primary cause of the injury or damage.

SECTION 2: AWARD AND EXECUTION OF CONTRACT:

2.01 AWARD:

A. The University reserves the right to cancel the award of any Contract before the execution of the Contract by all parties without any liability on its part.

B. When a Contract is jointly bid, all Contractors bidding will be held jointly and severally responsible for the duties of the Contractor.

2.02 EXECUTION OF CONTRACT

After a Notice of Award has been issued, the University's Office of Procurement shall forward the formal contract form and other applicable contract forms (i.e., Contract Affidavit, Minority Business Participation, Performance and Payment bonds, etc.) to the Contractor for execution. The Contractor shall execute the Contract form or the Contract Amendment, as applicable, and other applicable forms and return it (them) along with required certificate(s) of insurance to the Office of Procurement within ten (10) days after receipt of same.

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

The Contract shall not be in effect until and unless it is executed by all parties.

2.03 FAILURE TO EXECUTE CONTRACT:

Failure of the Contractor to execute the Contract or the Contract Amendment and file acceptable bonds within the time provided in Section 2.02 and Section 2.04D shall be just cause for the payment of liquidated damage guaranteed by the bid bond or other securities at an amount equal to the increased Contract price paid by the University as a result of the failure of the Contractor to execute the Contract.

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

2.04 PERFORMANCE AND PAYMENT BONDS:

(Required when initial contract exceeds $100,000.00)

A. The University shall provide to the Contractor for execution copies of
the Performance and Payment Bond along with the formal contract. The bonds must be executed and returned to the University as provided in the Contract. The premium for the bonds shall be paid by the Contractor.

B. The bonds shall be in the full amount of the contract price.

C. The Contractor shall increase the amount of the bonds from time to time to reflect increases in the contract price. For such additions, the Contractor will be reimbursed by the University in the amount of the actual increased bond cost.

D. The Contractor shall deliver fully executed 100% Performance and Payment bonds to the University's Office of Procurement within ten (10) working days after the Contract document is sent to the Contractor.

2.05 CERTIFICATIONS REQUIRED BY LAW:

A. Cost and Price Certification:

1. The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete and current as to a mutually determined specified date prior to the conclusion of any price discussions or negotiations for

   (a) a negotiated contract, if the total contract price is expected to exceed $100,000 or a smaller amount set by the procurement officer; or

   (b) a change order or contract modification expected to exceed $100,000, or a smaller amount set by the University.

2. The price under this contract and any change order modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete or not current.

3. If the parties are negotiating for a change order which is expected to exceed $100,000, the Contractor shall truthfully execute a cost and price information certificate on a form provided by the University; said certificate will provide, in relevant part, that the Contractor's price and cost information is accurate, complete and current as of mutually determined date prior to the change order.

B. Contingent Fee Prohibition:

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

C. Corporate Registration and Tax Payment Certification:

At the time the parties execute the Contract, if not sooner, the Contractor, if it is a corporation, shall truthfully execute a certificate on a form provided by the University which provides that it is a properly registered corporation and that it has paid and will pay all appropriate State taxes prior to final settlement.

2.06 CONTRACT DOCUMENTS;

A. The Contract documents are complementary. That which is called for by any
one shall be as binding as if called for by all.

(1) Intent of the documents is to include all work necessary for proper completion of the project ready for continual efficient operation. It is not intended, however, to include any work not reasonably inferable.

(2) Clarification - Whenever he has questions, the Contractor should obtain clarification of all questions which may have arisen as to intent of the contract documents or any actual conflict between two or more items in the Contract documents. Should the Contractor have failed to obtain such clarification, then the University may direct that the work proceed by any method indicated, specified, or required by the contract documents in the interest of maintaining the best practice. Such direction by the University shall not constitute the basis for a claim for extra costs by the Contractor. The Contractor acknowledges that he had the opportunity to request clarification prior to submitting his bid to the University and therefore agrees that he is not entitled to claim extra costs as a result of such clarification.

(3) Jargon -- Work described in words that have a well-known technical or trade meaning shall be held to refer to such recognized standard use.

(4) Identification -- The Contract documents shall be signed in duplicate by the University and the Contractor.

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

(1) Copies Furnished -- The University will furnish the Contractor without cost, one (1) set of reproducible drawings and one (1) set of specifications at 100% Documents.

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

(3) Ownership -- All documents remain the property of the University. They must not be used on other work and they shall be returned to the University upon completion of the work.

(4) Singular or plural references shall mean one or more like terms of work as necessary to complete the Work, unless specifically directed otherwise.

(5) Typographical and spelling errors in the specifications will be interpreted by the A/E for their meaning and intent.

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

(a) RFP Sections 00100 - 00500
(b) Supplementary Conditions (Section 00800)

(c) General Conditions (Section 00700)

(d) Specifications, Divisions 1 through 16

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

(i) Notes on Drawings in order of scale with largest first
(ii) Details in order of scale with largest first
(iii) Figured Dimensions
(iv) Scaled Dimensions

C. Intentionally Omitted

D. Dimensions -- The Contractor shall carefully check all dimensions prior to execution of the particular work affected. Whenever inaccuracies or discrepancies are found, the Contractor shall consult the Architect/Engineer prior to any work. Should any dimensions be missing, the Architect/Engineer will be consulted and supply them prior to execution of the work unless, under the specifications, the Contractor is responsible for determining dimensions. Dimensions for items to be fitted into constructed conditions at the job will be taken at the job and will be the responsibility of the Contractor. The obvious intent of the documents or obvious intent of the documents or obvious requirement dictated by conditions existing or being constructed supersedes dimensions or notes which may be in conflict therewith. Whenever a stock size manufactured item or piece of equipment is specified by its normal size, it is the responsibility of the Contractor to determine the actual space requirements for setting or entrance to the setting space. No extra will be allowed by reason of work requiring adjustments in order to accommodate the particular item of equipment.

E. Whenever new work, building, addition, or portions thereof are not accurately located by plan dimensions, the Architect/Engineer will supply exact position to execution of the work.

2.07 SHOP DRAWINGS:

A. The Contractor shall submit, for the Architect/Engineer's approval at such time as agreed in the Contractor's schedule, shop drawings, including setting drawings, and schedules as required by the University or the Architect/Engineer for the work of the various trades. These drawings shall be prepared in conformity with the best practice and standards for the trade concerned. Due regard shall be given to speed and economy of fabrication and erection.

B. All shop drawings must show the name of the project and the University Contract number.

C. Size of Drawings -- All shop drawings and details submitted to the Architect/Engineer for approval shall be printed on sheets of the same size as the Contract drawings prepared by the Architect/Engineer. When a standard of a fabricator is of such size to printed more than one drawing on a sheet of the size of the Architect/Engineer's drawing, this is acceptable. Sheets larger than the Architect/Engineer's drawing will not be accepted except when specifically permitted by the University. Shop detail supplied on a sheet of letter size 8-1/2" x 11" is acceptable for schedules and small details.

D. Items For Which Shop Drawings Will Be Required -- Shop drawings will be
required for all items which are specifically fabricated for the work or when the assembly of several items is required for a working unit. Shop drawings are required for all reinforcing and structural steel, specially made or cut masonry units, miscellaneous metal work, specially made millwork, plaster molds, or moldings, marble and slate, special rough hardware, and all heating, ventilating, plumbing, and electrical items requiring special fabrication, or detail connections including refrigeration, elevators, dumb waiters, laboratory equipment, ducts, etc.

E. Copies Required -- Contractor shall supply two (2) copies for the Architect/Engineer's file and two (2) for the University's Office of Facilities Management, in addition to such copies as the Contractor may desire for his own use.

F. Examination And Approval -- The Architect/Engineer will examine shop drawings with reasonable promptness, noting desired corrections or granting approval or rejecting them.

G. Field Dimensions And Conditions -- The Architect/Engineer is not responsible for the check of dimensions or existing conditions in the field. This is the sole responsibility of the Contractor.

H. Resubmission -- When the Architect/Engineer notes desired corrections or rejects the drawings, the Contractor shall resubmit the drawings promptly with corrective changes, without additional compensation.

I. Contractor's Responsibility -- Unless the Contractor has, in writing, notified the Architect/Engineer to the contrary, at the time of submission, the University and the Architect/Engineer may and will assume that the drawings are in conformity with the contract documents and do not involve any change in the Contract price or any change which will alter the space within the structure or alter the nature of the building from the contemplated in the Contract documents.

J. University's and Architect/Engineer's Notations -- Should the Contractor consider any rejection of the University's and Architect/Engineer's notation on the shop drawings to require an increase in the cost of the work from that contemplated in the Contract documents, then the Contractor shall desist from further action relative to the item he questions and shall notify the University and Architect/Engineer, in writing, within five (5) days of the additional or less cost involved. No work relative to the item shall be executed until the entire matter is clarified and the Contractor is ordered by the University to proceed. Failure of the Contractor to serve written notice as above required shall constitute a waiver of any claim in relation thereto. Similarly, should the University’s and Architect/Engineer's notation or change involve less work than is covered by the contract drawings, the Contractor shall allow the University an equitable credit resulting from the change in the work.

SECTION 3: SCOPE OF THE WORK

3.01 INTENT OF THE CONTRACT DOCUMENTS;

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

3.02 GENERAL CONDITIONS CONTROLLING:

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

3.03 DIFFERING SITE CONDITIONS:
A. The Contractor shall promptly, and before such conditions are disturbed, notify the procurement officer in writing of: (1) Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The procurement officer shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Contract modified in writing accordingly.

B. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in paragraph A above provided, however, the time prescribed therefore may be extended by the University.

C. No claim by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.

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

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

3.05 CONDITIONS AFFECTING THE WORK:

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

3.06 CHANGES IN THE WORK:

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

(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;

(3) In the University-furnished facilities, equipment, materials, services, or site;

(4) Directing acceleration in the performance of the work.

B. Any other written order or oral order (which terms as used in this paragraph B shall include direction, instruction, interpretation, or determination from the procurement officer which causes any such change) shall be treated as a change order under this clause, provided that the Contractor gives the procurement officer written notice stating the date, circumstances, and source of the order, and that the Contractor regards the order as a change order.

C. Except as herein provided, no order, statement, or conduct of the procurement officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

D. If any change under this clause causes an increase or decrease in the Contractor's cost of or the time required for, the performance of any part of the work under this Contract, whether or not changed by and any order, an equitable adjustment shall be made and the Contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change under paragraph B above shall be allowed for any costs incurred more than 20 days before the Contractor gives written notice as therein required: provided further, that in the case of defective specifications for which the University is responsible, the equitable adjustment shall include any increased cost reasonable incurred by the Contractor in attempting to comply with such defective specifications.

E. If the Contractor intends to assert a claim for an equitable adjustment under this clause, he shall within 30 days after receipt of a written change order under paragraph A above or the furnishing of written notice under paragraph B above, submit to the procurement officer a written statement setting forth the general nature and monetary extent of such claim unless this period is extended by the University. The statement of claim hereunder may be included in the notice under paragraph B above.

F. No claim by the Contractor for an equitable adjustment hereunder shall be allowed or asserted after final payment under this Contract.

G. In order to facilitate review of quotations for extras or credits, all proposals (except those so minor that their propriety can be seen by inspection) shall be accomplished by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. In no case will a change involving over $200.00 be approved without such itemization.

H. The Contractor shall furnish labor and materials for any additional work ordered by the University and for which no pre-agreed price has been fixed, for the net cost of all labor and materials furnished plus the following percentage for overhead and profit:

Not to exceed 10% mark up for additional work performed by a subcontractor; and,

Not to exceed 15% mark up on work performed by the Contractor's own forces."

I. Each contract modification or change order that affects contract price shall be subject to the prior written approval of the Procurement Officer and other appropriate authorities and to prior certification of the appropriate fiscal
authority of fund availability and the effect of the modification or change order on the project budget or the total cost. If, according to the certification of the fiscal authority, the contract modification or change order will cause an increase in cost that will exceed budgeted and available funds, the modification or change order may not be made unless sufficient additional funds are made available or the scope of the project is adjusted to permit its completion within the project budget.

3.07 UNAUTHORIZED WORK:

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

SECTION 4: CONTROL OF THE WORK:

4.01 AUTHORITY OF THE ARCHITECT/ENGINEER:

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

B. Except as otherwise provided in the Contract documents, all the Architect/Engineer's decisions are subject to review by the University.

4.02 CONFORMITY WITH CONTRACT REQUIREMENTS:

A. All work performed and all materials furnished by the Contractor shall be in conformity with the Contract requirements.

B. In the event the University finds the materials or the finished product in which the materials are used or the work performed are not in complete conformity with the Contract requirements and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expenses of the Contractor.

C. In the event the University finds the materials or the finished product in which the materials are used are not in complete conformity with the Contract requirements, but have resulted in a satisfactory product, he shall then make a determination if the work shall be accepted. In this event, the University will document the basis of acceptance by a change order which will provide for an appropriate adjustment in the Contract price.

4.03 ADJACENT WORK:

A. The University shall have the right, at any time, to Contract for and perform other work on, near, over, or under the work covered by the Contract. In addition, other work may be performed under the jurisdiction of another State agency. The Contractor shall cooperate fully with such other Contractors and carefully fit his own work to such other as may be directed by the Architect/Engineer.

B. Intentionally omitted.

4.04 CONTROL BY THE CONTRACTOR:
A. The Contractor shall constantly maintain efficient supervision of the work, using his best skill and coordinating ability. He shall carefully study and compare all drawings, specifications, and other instructions and check them against conditions existing, or being constructed on the project. He shall at once report to the University and the Architect/Engineer any error, inconsistency, or omission which he may discover.

B. The Contractor shall schedule and conduct regular progress meetings every other week, and as directed by the University, at which Subcontractors, University, Architect/Engineer, and other designated representatives, and the Contractor can discuss such matters as progress, scheduling, and work-related issues. The Contractor is responsible for taking meeting notes and distributing these to all invited parties within three (3) working days after such meetings. The meeting notes are the product of the Contractor. Failure of the University to respond to such notes is not deemed to be acceptance.

4.05 COOPERATION WITH UTILITIES:

A. It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for normal delays, inconvenience, or damage sustained by him due to any interference from the said utility appurtenances, the operation of moving them, or the making of new connections thereto if required by the Contract documents.

B. The Contractor shall have responsibility for notifying all affected utility companies prior to the necessity of performing any work on their utilities and shall cooperate with them in achieving the desired results. All damage to utility facilities caused by the Contractor's operations shall be the responsibility of the Contractor. 

C. At points where the Contractor's operations are adjacent to properties of railway, telegraph, telephone, water, and power companies, or are adjacent to other property, damage to which might result in expense, loss, or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made by the Contractor.

D. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may be reduced to a minimum and that services rendered by those parties will not be unnecessarily interrupted.

E. In the event of interruption to utility services as a result of accidental breakage or as a result of being exposed or unsupported the Contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

F. Utility outages shall be kept to a minimum and will be permitted only with the written approval of the University's Office of Facilities Management. All requests for outages shall be made a minimum of ten (10) working days in advance of their need. Requests for outages will not be considered unless they include an identification of all areas which will be affected by the proposed outage.

4.06 AUTHORITY AND DUTIES OF UNIVERSITY INSPECTORS:

A. University inspectors shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. The inspector is not authorized to revoke, alter, or waive any requirements of the
Contract, nor is he authorized to approve or accept any portion of the complete project. He is authorized to call the attention of the Contractor to any failure of the work or materials to conform to the contract. He is authorized to reject materials or suspend the work until any questions at issue can be referred to and decided by the University. Inspectors shall perform their duties at such times and in such manner as will not unnecessarily impede progress on the Contract.

B. The inspector shall in no case act as foremen or perform other duties for the Contractor, nor interfere with the management of the work by the latter.

C. Any advice which the inspector may give the Contractor shall not be construed as binding the University in any way or releasing the Contractor from fulfilling all the terms of the Contract. The duty of the inspector on the project is to observe the progress of the work and to report any deviations from the requirements of the Contract documents; however, should the inspector fail to report any such deviation from the Contract requirements, this does not release the Contractor from fulfilling all of the terms of the Contract.

D. Where there is disagreement between the Contractor and the inspector, the inspector will immediately direct the University's and the Architect/Engineer's attention to the issues of disagreement, and if the Contractor still refuses to make corrections, comply or suspend work, the University will prepare and deliver in writing to the Contractor, by mail or otherwise, a written order suspending the work and explaining the reason for such shutdown. As soon as the inspector shall immediately leave the site of the work and any work performed during the inspector's absence will not be accepted or paid for and may be required to be removed and disposed of at Contractor's expense.

4.07 INSPECTION OF THE WORK:

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

B. The Contractor shall provide facilities for access and inspection as required by the University.

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

4.08 REMOVAL OF DEFECTIVE WORK:

A. All work and materials which do not conform to the requirements of the Contract will be considered unacceptable.

B. Any unacceptable or defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist shall be removed and replaced by work and materials which shall conform to the Contract requirements or shall be remedies otherwise in an acceptable manner authorized by the University.

C. Upon failure on the part of the Contractor to comply promptly with any order of the University, made under the provisions of this section, the University shall
have authority to cause defective or unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs from any monies due or to become due the Contractor under this Contract.

4.09 MAINTENANCE OF WORK DURING THE PROJECT:

A. The Contractor shall maintain the work during the project and until acceptance. This maintenance shall be continuous and effective, prosecuted with adequate equipment and forces to the end that all parts of the work be kept in satisfactory condition at all times and protected from damage of any kind from external sources.

B. Particular attention shall be given to drainage, both permanent and temporary. The Contractor shall use all reasonable precautionary measures to avoid damage or loss that might result from accumulations and concentrations of drainage shall be diverted or dispersed when necessary to prevent damage to excavation, embankments, surfaces, structures, or property. Suitable measures shall be taken by the Contractor to prevent the erosion of soil in all construction areas where the existing ground cover has been removed. Such measures shall be in compliance with the requirements of any governmental entity having jurisdiction.

C. All cost of maintenance work during the project and before final acceptance shall be included in the base bid and the Contractor will not be paid any additional amount for such work.

D. In the event that the Contractor's work is halted by the University for failure to comply with the provisions of the Contract, the Contractor shall maintain the entire project as provided herein, and provide such ingress and egress for local residents or tenants adjacent to the project site, for tenants of the project site, and for the general public as may be necessary during the period of suspended work or until the Contractor has been declared in default.

E. On projects where pedestrian or vehicular traffic flow is maintained, the Contractor shall be responsible for repair and restoration of all traffic damage to the work, either partially or totally completed, until such time as the work is accepted by the University.

4.10 FAILURE TO MAINTAIN ENTIRE PROJECT:

If the Contractor shall at any time, fail to comply with the provisions of paragraph 4.09, the University shall immediately notify the Contractor to comply with the required maintenance provisions. In the event that the Contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, the University will immediately proceed with adequate forces and equipment to maintain the project, and the entire cost of this maintenance will be deducted from monies due the Contractor.

4.11 UNIVERSITY'S RIGHT TO DO WORK:

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

4.12 AUTHORITY OF OFFICE OF ENVIRONMENTAL HEALTH AND SAFETY

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

B. Prior to the Contractor proceeding with the Work, he is to submit proof of a
Confined Space Program to The University's Office of Environmental Safety & Health
for verification.

4.13 IDENTIFICATION:

A. The Contractor is responsible for issuing ID badges for their own employees
and sub-contractors (their company ID—not UMBC) and monitoring their whereabout
and work progress at all times.

B. All vehicles and mobile equipment shall be identified with the Contractor's
name displayed in a highly visible manner.

C. The Contractor shall require all trade contractors’ personnel to wear
identification badges at all times on campus.

4.14 NOISE CONTROL:

A. The Contractor shall execute the Work in this Contract as quietly as
practicable to avoid unnecessary disturbances. Use of portable radios or tape
recorders will not be allowed on the premises other than two-way communication
radios.

B. Any complaints duly registered by the University of unacceptable noise levels
shall be cause for the use of special precautions and methods of operation by the
Contractor to reduce noise to acceptable levels. The University shall be the sole
judge of the tolerability of noise levels.

4.15 PARKING:

Parking of employees of the Contractor and/or subcontractor(s) is the
responsibility of the applicable Contractor and/or subcontractor. The University's
Parking Office may be contacted as to designated public parking facilities on
campus with any costs thereof to be borne by the Contractor or subcontractor,
dependent on whose employees utilize such public parking. (See Section 00400,
Article 2, #9 for further details.)

4.16 DRIVING RULES AND REGULATIONS:

A. In addition to requirements stated below, Maryland State Motor Vehicle Laws
apply to and are enforceable on UMBC campus.

B. Safety: Drivers shall have their vehicles under control at all times. Vehicles
shall not be operated in a manner that endangers the life or safety of the driver,
passengers, or pedestrians.

1. Exercise caution and be alert for pedestrians and bicyclists. Yield right-of-
way as required by state law and as required to maintain a safe environment for
the campus community.

2. Drive responsibly; practice defensive driving by anticipating situations and
conditions that could be hazardous. Be alert for vehicles backing out of parking
spaces into traffic.

C. Vehicle operators shall obey lawful directions of university police officers.

D. Driving Areas: Vehicles shall be driven only on paved roads and parking areas
intended for that purpose. Driving is not permitted on sidewalks, walkways, lawns, vegetated areas, or similar spaces, unless directed to do so by a university police officer, or otherwise approved in writing.

E. In the event that vehicle access beyond Driving Areas is unavoidable, Contractor shall request permission in writing and shall provide details including purpose, proposed route, and duration.
1. Owner will consider Contractor requests for vehicle access beyond Driving Areas on a case-by-case basis.
2. Site construction areas will be handled on a case-by-case basis to comply with the indicated limit of disturbance.

F. Identification and insurance: Operators of motor vehicles shall have in their possession a valid operator’s license and proof of Insurance. Vehicles shall display a valid, up-to-date license plate (vehicle tag) in plain view.

SECTION 5: MATERIALS:

5.01 GENERAL:

A. All materials shall meet all quality requirements of the Contract. In order to expedite the inspection and testing of materials, the Contractor shall notify the University and the Architect/Engineer in writing of the sources from which he proposes to obtain all materials requiring approval, testing, inspection, or certification prior to incorporation into the work as soon as possible after receipt of notification of award of the Contract.

B. Materials include all manufactured products and processed and unprocessed natural substances required for completion of the Contract. The Contractor, in accepting the Contract, is assumed to be thoroughly familiar with the materials required and their limitations as to use, and requirements for connection, setting, maintenance, and operation. Whenever an article, material, or equipment is specified and a fastening, furring, connection (including utility connections), access hole, flashing closure piece, bed, or accessory is normally considered essential to its installation in good quality construction, such shall be included as if fully specified. Nothing in these specifications shall be interpreted as authorizing any work in any manner contrary to applicable laws, codes, or regulations.

C. Approval -- All materials are subject to the University's approval as to conformity with the specifications, quality, design, color, etc. No work for which approval is necessary shall be used until written approval is given by the University and Architect/Engineer. Approval of a subcontractor or supplier as such does not constitute approval of a material which is other than that included in the specifications.

D. New Materials -- Unless otherwise specified, all materials shall be new. Old materials must not be used as substitutes for new, regardless of condition or repair, unless approved in writing by the University.

E. Quality -- Unless other specified, all materials shall be of the best quality of the respective kinds.

F. Samples -- The Contractor shall furnish for approval all samples as directed. The materials used shall be the same as the approved samples.

G. Proof of Quality -- The Contractor shall, if requested, furnish satisfactory evidence as to the kind and quality of materials either before or after installation. He shall pay for any tests or inspections called for in the specifications and such tests as may be deemed necessary for "substitutions," as set forth in paragraph 5.03 of these General Conditions.

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

(1) For items not otherwise specified below, the latest edition of the applicable American Society for Testing Materials specification is the applicable specification.

(2) For items generally considered as plumbing and those items requiring plumbing connections, the applicable portions of the latest edition of the B.O.C.A. Code are the applicable specifications.

(3) For items generally considered as heating, refrigerating, air-conditioning, or ventilating, the applicable portions of the latest edition of the A.S.H.R.A.E. Handbook published by the American Society of Heating, Refrigerating, and Air-Conditioning Engineers, Inc., are the applicable specifications.

(4) For items generally considered as plumbing and those items requiring plumbing connections, the applicable portions of the latest edition of the B.O.C.A. Code are the applicable specifications.

(5) For items generally considered as heating, refrigerating, air-conditioning, or ventilating, the applicable portions of the latest edition of the A.S.H.R.A.E. Handbook published by the American Society of Heating, Refrigerating, and Air-Conditioning Engineers, Inc., are the applicable specifications.

(6) For items generally considered as fire protection, the applicable portion of the latest edition of the National Fire Protection Association Code are the applicable specifications.

5.02 STORAGE AND HANDLING OF MATERIALS:

A. Materials shall be so stored as to assure the preservation of their quality and acceptability for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. Approved portions of the project site may be used for storage purposes and for the placing of the Contractor's plant and equipment. Such storage areas must be restored to their original condition by the Contractor at his expense.

B. Materials shall be handled in such a manner as to preserve their quality and acceptability for the work.

C. Contractor shall confirm his apparatus and the storage of materials to the area delineated in the Contract documents as the "Limit of Contract."

D. Explosives:

(1) Explosives shall not be stored upon any property belonging to the University.

(2) Should the Contractor desire to use explosives on any University property he shall first receive written approval of the Chancellor. The approval will stipulate time, place, and quantity to be used and manner of use.

(3) The Contractor shall assume all responsibility for injury to persons or property damage which may result from the use transportation of explosives as well as complying with any and all ordinances, regulations, and restrictions in relation to the use of explosives.

E. Paints

(1) Oil base paints and inflammable liquids shall not be stored in large quantities on the project. Containers shall be limited to five (5) gallon size. Any liquid with a flash of point of less than one hundred (100) shall be contained
in safety cans, UL approved. Liquid with a higher flash point shall be stored in rigid cans. Glass containers shall not be used.

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

5.03 SUBSTITUTION:

A. Should the Contractor desire to substitute another material for one or more specified by name he shall apply to the University, in writing, for such permission and state the credit or extra cost involved by the use of such material. The University will not consider the substitution of any material different in type or construction methods unless such substitution affects a benefit to the University.

B. Contractor shall not submit for approval materials other than those specified without a written statement that such a substitution is proposed. Approval of a "substitute material" by Architect/Engineer when the Contractor has not designated such material as a "substitute", shall not be binding on the University, or release Contractor from any obligations of his Contract, unless the University approves such "substitution" in writing.

C. A material which is an approved equal (see #5.04) is not a substitution under this clause 5.03.

5.04 APPROVED EQUALS:

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

5.05 CONTRACTOR'S OPTIONS:

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

5.06 TESTS:

A. If the Contract documents, laws, ordinances, rules, regulations, or orders of any public authority having justification require any portion of the work to be inspected, tested, or approved, the Contractor shall give the University and the Architect/Engineer timely notice of its readiness so the Architect/Engineer may observe such inspection, testing, or approval. The Contractor shall bear all costs of such inspections, tests, or approvals conducted by public authorities.

B. The University reserves the right to require special inspection, testing or approval which the Contract documents do not include, and instruct the Contractor to order such special inspection, testing, approval, and the Contractor shall give notice as provided in 5.06 A above. If such special inspection or testing reveals a failure of the work to comply with the requirements of the Contract documents, the Contractor shall bear all costs thereof, including compensation for the Architect/Engineer's additional services made necessary by such failure; otherwise the University shall bear such costs and an equitable adjustment will be made.

C. Required certificate of inspection, testing, or approval shall be secured by
the Contractor and promptly delivered by him to the University and the Architect/Engineer.

5.07 BUY AMERICAN STEEL:

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

5.08 SALES TAX:

Supplies and materials purchased in connection with University Maintenance Project Contracts are not tax exempt.

5.09 HAZARDOUS MATERIALS:

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

B. No Contractor furnished material or product containing any asbestos in any form may be used on this project.

C. Contractor must remove any and all materials covered under the hazardous waste regulations upon completion of the project.

D. It is assumed that hazardous materials are not present within the areas of work in the existing buildings but the Contractor is advised to remain alert to the possibility of encountering hazardous materials during the course of the Work. In the event that hazardous materials are encountered and must be handled, the Contractor shall immediately stop all work within the affected area and notify the University's Project Manager for instructions. The Contractor shall coordinate and cooperate with the hazardous material removal contractor in the removal of hazardous materials within the areas of work under the Contract.

SETTING 6: LEGAL RELATIONS AND RESPONSIBILITIES:

6.01 LAWS TO BE OBSERVED:

A. The Contractor shall keep fully informed of all Federal, State, and Local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees. He shall protect and indemnify the University and the State of Maryland and its representatives against such claim or liability arising from or based on the violation of any law, ordinance, regulation, order, or decree, whether by himself or his employees or subcontractors.

B. The Contractor must comply with the provisions of the Workmen's Compensation Act and Federal, State, And City laws relating to hours of labor.

C. The provisions of this Contract shall be governed by the Laws of Maryland.

D. The Contractor shall give all notices and comply with all State and Federal
laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified.

E. If the Contractor observes that the drawings and specifications are at variance with any law, he shall promptly notify the Architect/Engineer, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Architect/Engineer, he shall bear all costs arising there from.

6.02 PERMITS AND LICENSES:

A. The University will file with the appropriate local authority drawings and specifications and any pertinent data reasonably proper for their information. No permits are applicable for work on University property with the exception of (i) any permits required in the specifications as noted in 6.02, C. below and (ii) Cutting & Welding permit noted in 6.02, D. below.

B. Any permits required for work on non-University property are the responsibility of the Contractor in terms of the permit acquisition, cost thereof and all obligations and liability under the permit.

C. Any permits required by the specifications (i.e., Air and Radiation Management Administration boiler permits, etc.) are the responsibility of the Contractor in terms of the permit acquisition, cost thereof and all obligations and liability under the permit.

D. Before any welding, burning, pipe sweating or brazing is started a CUTTING & WELDING PERMIT must be obtained from The University's Office of Environmental Safety & Health (ESH). This permit must be requested from ESH at least 48 hours prior to the anticipated hot work. The cardboard portion of the permit shall be secured to either the cutting or welding equipment. At the end of the requested time, the cardboard portion of the permit must be returned to ESH.

6.03 PATENTED DEVICES, MATERIALS, AND PROCESSES:

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

6.04 LAND, AIR, AND WATER POLLUTION:

A. The Contractor shall incorporate all permanent erosion control features into the work at the earliest practicable time. Temporary pollution control measures will be used to correct conditions that develop during the project that were not foreseen during design, that are needed prior to installation of permanent pollution control features, or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

B. The Contractor's attention is directed to the fact that temporary pollution control may include measures outside the project site where such work is necessary as a direct result of the project. The University's Office of Facilities Management shall be kept advised of all such off-site control measures taken by the Contractor. This shall not relieve the Contractor of the basic
responsibilities for such work.

C. In case of failure on the part of the Contractor to control erosion, pollution, and/or siltation, the University's Office of Facilities Management reserves the right to employ outside assistance or to use its own forces to provide the necessary corrective measures. All expenses incurred by the University's Office of Facilities Management in the performance of such duties for the Contractor shall be withheld from monies due to the Contractor.

D. The Contractor must submit evidence to the University's Office of Facilities Management that the governing Federal, State, and Local Air Pollution criteria will be, and were, met. This evidence and related documents will be retained by the University's Office of Facilities Management for onsite examination.

E. If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the procurement officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor required by the University's as one of the terms of this Contract. If it is determined that the order is due in any part to acts or omissions of the Contractor required by the terms of the Contract, such suspension, delay, or interruption shall be considered as if ordered by the procurement officer in the administration of this Contract under the terms of the "Suspension of Work" clause of this Contract. The period of such suspension, delay, or interruption shall be considered reasonable, and an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

F. The term "environmental litigation", as used herein, means a lawsuit alleging that the work will have an adverse effect on the environment or that the University has not duly considered, either substantively or procedurally, the effect of the work on the environment.

6.05 CONTRACTOR'S LIABILITY INSURANCE:

A. From and after the execution of the Contract by the Contractor in connection solely with Worker's or Workmen's Compensation Insurance and from and after the execution of the Contract Amendment by the Contract in connection with all insurance enumerated in this Section 6.05A below, the Contractor shall purchase and maintain insurance required by this paragraph 6.05A applicable to all claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance except Workmen's Compensation shall name the University of Maryland and the State of Maryland as an additional insured.

(1) Worker's or Workmen's Compensation Insurance.

(2) Employer's Liability Insurance.

(3) Comprehensive General Liability Insurance for bodily injury and property damage, including loss of use of property, arising out of any occurrence
   This insurance should include the following extensions:

   (a) Products and completed operations coverage for a period of at least two years;

   (b) Personal injury liability coverage (including contractual coverage);

   (c) Contractual liability insurance to cover the Contractor's obligation to the University and the State of Maryland under paragraph 1.03 H.
(d) Broad form property damage (including completed operations);

(e) Independent contractor's coverage.

(f) "X", "C", and "U" coverage applying to explosion, collapse of other structures and underground foundations;

(g) If the work involves containment or removal of asbestos, pollution liability (environmental protection liability) coverage.

(4) Business automobile liability insurance which will pay for liabilities arising out of accidents involving the ownership, operation, maintenance or use including the loading or unloading of any automobile.

(5) Umbrella excess liability

B. The coverage listed in paragraph 6.05 A shall be written for not less than the following limits of liability.

(1) Worker's Compensation Insurance — statutory requirements.

(2) Employer's liability insurance — $2,000,000 each accidental injury or disease and $5,000,000 aggregate.

(3) Comprehensive general liability insurance ($2,000,000) including all extensions — limit required by umbrella excess liability coverage.

(4) Business automobile liability — limit required by umbrella excess liability coverage.

(5) Umbrella excess liability — $5,000,000 limit.

C. Satisfactory proof of purchase of required insurance shall be furnished on the Accord format for certificates prior to execution of the contract, upon execution of the Contract Amendment and upon renewal of any policy, and upon obtaining any new insurance policy. Certificates must be amended to indicate: "Should any of the described policies be canceled before the expiration date thereof, or non-renewed, the issuing company will give thirty (30) days prior written notice to the certificate holder," each Certificate should indicate the insurer, the appropriate policy number(s), the policy expiration date(s), the limits of liability in effect, and the Best's rating and financial rating of the insurer. A certificate will be accepted only if signed by an authorized representative of the insurer.

D. Insurance certificates will be accepted only from an insurer having a minimum Best's rating of Class A for the policyholders' rating and Class IX for the financial rating. Insurers must be authorized to do business under the laws of the State of Maryland.

E. No work shall be started at the site until appropriate certificates of insurance are filed with and approved by the procurement officer.

6.06 BUILDER'S RISK INSURANCE:

A. From and after the execution by Contractor of the contract, the GMP, the Contractor shall purchase and maintain builder's risk insurance naming as additional insured the University of Maryland, the State of Maryland, the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The University and State shall be loss payees as their interests may appear.

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

C. The limits of insurance (without any coinsurance conditions applying) shall be the full value of the project when completed. Deductibles are allowed only if reported to the University, which shall not unreasonably withhold consent. The Contractor shall be responsible for paying the amount of the deductible to the University or State in the event of a claim by either or both of them which is within the coverage of the builder's risk policy. Coverage shall be on a full replacement cost basis with no deductions for actual physical depreciation.

D. Insurance should be against all risks of direct physical loss of or damage to the insured property including theft; earthquake; flood; and settling, shrinkage or expansion of buildings or foundations other than normal settling shrinkage or expansion. Any fault, defect, error or omission exclusion should not apply to damage resulting from such fault, defect, error or omission in the design plans or specifications. Any faulty or defective workmanship or internal exclusion clause should not apply to damage resulting there from.

E. The term of the builder's risk insurance shall continue until issuance of the substantial completion certificate on the project by the University.

F. Satisfactory proof of purchase of required insurance shall be furnished to the University prior to execution of the Contract. The certificate must be amended to indicate that the certificate holder and all insured will receive ninety (90) days prior written notice of cancellation or non-renewal of the policy.

G. Certificates of insurance shall be submitted to the procurement officer for review and approval and shall be held by him for the duration of the Contract. The University shall have the absolute right to terminate the Contract if the policy of insurance is canceled at any time for any reason and a new policy effective immediately thereafter is not obtained by the Contractor and approved by the procurement officer. This paragraph G. applies to insurance required under Section 6.05 and 6.06.

6.07 ASSIGNMENTS:

The Contractor shall not assign the Contract. The Contractor shall not assign monies due or to become due to him hereunder.

6.08 SEPARATE CONTRACTS:

A. The University reserves the right to let other contracts in connection with this work. Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

B. If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor, the contractor shall inspect and promptly report to the University any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute an acceptance of the other Contractor’s work as fit and proper for the reception of his work, except as to the defects which may develop in the other Contractor’s work after the execution of his work.

C. To insure the proper execution of his subsequent work, the Contractor shall
measure work already in place and shall at once report to the University any discrepancy between the executed work and the drawings.

6.09 PAYMENT OF SUBCONTRACTORS:

A. Neither the final payment or any part of the retained percentage shall become due until the Contractor shall deliver to the University receipt for full payment to all subcontractors and any principal suppliers identified by the University.

B. If any subcontractor or supplier refuses to provide a receipt for payment, the Contractor may obtain final payment by providing the University with a bond satisfactory to the University for payment to subcontractors or suppliers as a condition of fulfilling any contractual obligation (including warranties) or losses resulting from subcontractors' or suppliers' failure to fulfill such obligations. Under the bond the Contractor shall refund the University all monies paid to subcontractors or losses incurred, including all costs and reasonable attorney's fees.

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

6.10 RELATIONSHIP OF CONTRACTOR TO PUBLIC OFFICIAL AND EMPLOYEES:

A. In carrying out any of the provisions of the Contract, or in exercising any power or authority granted to them by or within the scope of the Contract, there shall be no liability upon the procurement officer or other authorized representatives of the University, it being understood that in all such matters they act solely as agents and representatives of the University.

B. The University may terminate the right of the Contractor to proceed under this Contract if it is found by the procurement officer that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the University with a view toward securing a Contract or securing a favorable treatment with respect to the awarding or amending or the making of any determination with respect to the performing of such Contract, the facts upon which the procurement officer makes such findings may be reviewed in any competent court.

C. In the event this Contract is terminated as provided in paragraph B hereof, the University shall be entitled (1) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor, and (2) in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the procurement officer) which shall be not less than three(3) nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.

D. The rights and remedies of the University provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

E. Conflict of Interest - No 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.”

6.11 NO WAIVER OF LEGAL RIGHTS:

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

B. The waiver by the University of any breach of the Contractor shall not be held
to be a waiver of any other or subsequent breach.

6.12 COVENANT AGAINST CONTINGENT FEES:

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

6.13 ASSIGNMENT OF ANTITRUST CLAIMS:

The Contractor sells, transfers, and assigns to the University and the State of
Maryland all right, title, and interest of and in to any cause of action arising
at any time before the date of this assignment or during the performance of this
Contract under the Antitrust Laws of the United States, including Section 1 of the
Sherman Act and the Antitrust Law of Maryland relating to the purchase by him or
the University and the State of Maryland of any products from any supplier or
source whatever that is incorporated in the structure built under the terms of
this agreement. The Contractor hereby certified that the above causes of action
are lawfully owned and that no previous assignment of same has been made nor has
the same heretofore been attached or pledged in any manner whatsoever.

6.14 FEDERAL PARTICIPATION:

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

6.15 DISPUTES:

A. This Contract is subject to the provisions of Title 7, Article 21
(Administrative and Civil Remedies) of the Code (the "Act") and COMAR 21.10. As
noted therein, that unless a lesser period is provided by applicable statute,
regulation, or by this Contract, the Contractor shall file a written notice of a
claim relating to the Contract with the procurement officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with, or within thirty (30) days after, the filing of a notice of claim, contractor shall submit the written claim to the procurement officer. If contractor so requests, the procurement officer, on conditions the procurement officer deems satisfactory to the unit, may extend the time in which contractor must submit claim. An example of when a procurement officer may grant an extension includes situations in which the procurement officer finds that contemporaneous or timely cost quantification following the filing of the notice of claim is impossible or impractical.

B. Except as may otherwise be provided in the Act or COMAR, all disputes arising under or as a result of a breach of this Contract which are not disposed of by mutual agreement shall be resolved in accordance with this Section 6.15.

C. As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of Contract terms or other relief arising under or relating to this Contract.

(1) A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, where the submission subsequently is not acted upon in a reasonable time or disputed as to liability or amount, it may be converted to a claim for the purpose of this clause.

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

D. When a controversy cannot be resolved by mutual agreement, the Contractor shall submit a written request for final decision to the procurement officer. The written request shall set forth all the facts surrounding the controversy.

E. In connection with any claim under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his claim to the procurement officer.

F. The procurement officer shall render a written decision on all claims within 180 days of receipt of the Contractor's written claim; unless the procurement officer determines that a longer period is necessary to resolve the claim. This decision shall be furnished to the Contractor, by certified mail, return receipt requested, or by any other method that provided evidence of receipt. The procurement officer's decision shall be deemed the final action of the University. If a decision is not issued within 180 days, the procurement officer shall notify the Contractor of the time within which such a decision shall be rendered and the reasons for such time extension.

G. The procurement officer's decision shall be final and conclusive unless the Contractor files a written appeal with the Maryland State Board of Appeals within thirty (30) days of receipt of said decision.

H. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the procurement officer's decision.

I. The final decision may award a contract claim only for those expenses incurred not more than thirty (30) days before contractor was initially required to have filed the notice of claim or sixty (60) days before contractor was required to have filed the claim initially, even if the procurement officer extends the time
in which contractor must submit the claim.

6.16 CLAIMS:

A. If the Contractor claims that any instructions by drawings or otherwise involve or may involve extra cost under this Contract, he shall give the University written notice thereof within fifteen (15) calendar days after receipt of such instructions or after the occurrence of an emergency. No claim shall be valid unless so made.

B. Under no circumstances will overhead or profit be permitted as items of a claim (if permitted at all under this Contract) when such overhead or profit is for periods during which a "Stop Work" order is in effect due to an act, error, omission for which the Contractor is responsible.

C. No profit or overhead which includes rental of equipment and the salaries of supervisory personnel (if permitted at all under this Contract) will be allowed the Contractor for stoppage of work when written notice of such stoppage or impending stoppage is not given reasonable in advance by the Contractor so that the University can take action to prevent such stoppage.

D. No claim for extra costs will be granted which includes cost of delays or work stoppage due to strikes, lockouts, fire, unusually severe weather, avoidable casualties, or damage or delay in transportation for which the University is not responsible; only time extensions in accordance with Section VII. 7.03 will be granted.

E. The Contractor and the University agrees that no prejudgment or postjudgment interest on any claims asserted by either party will be allowed.

F. No claim for damage caused by a delay (if permitted at all under the Contract) will be allowed unless the Contractor notifies the University of the existence of the delay within five (5) days of the act or omission causing the delay.

G. No payment will be made for increased payment or performance bond premiums as a result of any act or omission by the University which results in a claim.

6.17 VARIATIONS IN ESTIMATED QUANTITIES:

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

6.18 PRE-EXISTING REGULATIONS:

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

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

6.20 POLITICAL CONTRIBUTION DISCLOSURE:

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

6.21 COMPLIANCE WITH LAWS:

The Contractor hereby represents and warrants that:

A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.

B. It is not in arrears with respect to the payment of any monies due and owing to the State of Maryland or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract.

C. It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

6.22 RECIPROCITY:

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

SECTION 7: PROSECUTION AND PROGRESS OF THE WORK:

7.01 NOTICE TO PROCEED:

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

B. Intentionally omitted.

7.02 PROJECT SIGNS: Intentionally omitted.

7.03 PROSECUTION OF THE WORK:

A. Time is an essential element of the Contract and all time limits in the Contract documents are of the essence of the Contract. Contractor shall prosecute the work and its obligations under the contract vigorously until full completion.

B. The date of commencement of work is the date established in a Notice to Proceed authorized by the procurement officer, however time limits shall commence pursuant to Section 7.01.

C. If the Contractor is delayed at any time in the progress of the work by any act or omission of the University or any of its officers, agents, or employees or by any separate Contractor employed by the University, or by any changes ordered in the work, or by labor disputes, fire, unusual delay in transportation, unavoidable casualties, or by a cause which the procurement officer determines may justify any delay, then the Contract time will be extended for such time as the procurement officer may authorize.

D. It is expressly understood and agreed by and between the Contractor and the University that the time for the completion of the work is a reasonable time for completion of the same, taking into consideration the average climatic range and the usual business conditions prevailing in the locality of the project.

7.04 PUBLIC CONVENIENCE AND SAFETY:

The Contractor at all times shall conduct the work in such a manner as to create the least practicable obstruction to all forms of traffic. The convenience of the general public, tenants, and of the residents along and/or adjacent to the improvement shall be respected. Material stored upon the project shall be placed so as to cause a minimum of obstruction to the public. The Contractor shall, unless otherwise specified, provide and maintain in passable condition such temporary access, roads and bridges as may be necessary to accommodate traffic diverted from the project under construction or using the project under construction and shall provide and maintain in a safe condition temporary approaches to, and crossing of, the project. Existing facilities planned to be removed, but which might be of service to the public during construction are not to be disturbed until other and adequate provisions are made. Fire hydrants on or adjacent to the project shall be kept accessible to fire apparatus at all times, and no materials or obstruction shall be placed within fifteen (15) feet of any such hydrant. Work closed down for the winter or at any other times shall be left entirely accessible at all points to fire apparatus. All footways, gutters, sewer inlets, and portions of the project including the work under construction shall not be obstructed more than is absolutely necessary.

7.05 BARRICADES AND WARNING SIGNS:

A. The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other control devices, and shall take all necessary precautions for the protection of the work and safety of the public. All highways and other facilities closed to traffic shall be protected by effective barricades, and obstructions shall be illuminated during hours of darkness with electric lights.
B. The Contractor shall erect warning signs in advance of any place on the project where operations may interfere with the use of the facility by vehicular or pedestrian traffic, and at all other points where the new work crosses or coincides with an existing roadway or traffic lane(s). Such warning signs shall be constructed and erected in accordance with the FHWA Manual on Uniform Traffic Control Devices or as directed.

C. In cases where the Contractor's sequence of operations results in grade differentials which would be hazardous to vehicular or pedestrian traffic, the Contractor will, at the direction of the University's Office of Facilities Management and at no additional cost to the University, provide suitable substantial guardrail to the extent determined by that office.

7.06 PRESERVATION, PROTECTION, AND RESTORATION OF PROPERTY:

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

B. The Contractor shall box all trees along the way of access, also all trees surrounding the work which are liable to injury by the moving, storing, and working up of materials. He shall use no tree for attachment of any ropes or derricks.

C. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workmen and the hazards created by such features of construction as protruding nails, hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, and falling materials.

D. In any emergency affecting the safety of life or the work or of the adjoining property, the Contractor without special instruction or authorization is hereby permitted to act, at his discretion, to prevent such threatened loss or injury. If he is specifically instructed by the University's Office of Facilities Management to do work in an emergency, the Contractor shall do the work and will be paid compensation as outlined in Section 3.06.

E. No such extension shall be made for delay occurring more than five (5) days before claim therefore is made in writing to the University. In the case of continuing cause of delay, only one claim is necessary.

7.07 PROGRESS SCHEDULE AND TIME:

A. The Work under the Contract shall be planned, scheduled, executed and reported by the Contractor in accordance with the Contract Documents for the University's review and approval using the Critical Path Method (CPM) Schedule unless otherwise agreed to in writing by the Procurement Officer in consultation with the University's Project Manager. The University's review and approval of the Contractor's schedule does not constitute an agreement to specific dates, durations or sequences for activities. The purpose of the project schedule shall be to:

1. Assure adequate planning, scheduling and reporting during execution of the Contract;
2. Assure coordination of the Work of the Contractor and the various subcontractors and suppliers;

3. Assist the Contractor in monitoring the progress of the Work and evaluating proposed changes to the Contract and the project schedule; and,

4. Assist the Contractor in the preparation and evaluation of the subcontractors' monthly progress payment requests.

B. When multiple subcontractors are involved, the Contractor will incorporate the schedules of all subcontractors in its schedule to produce a unified project schedule. The Contractor shall make all submissions required in the Contract Documents.

C. The CPM schedule diagram shall include, but not necessarily be limited to, the following:

1. The order and interdependencies of the Contractor's and subcontractors' activities and the major points of the interface or interrelation with the activities of others, including specific dates for completion.

2. Activities should be linked between major area separations of the project so that the individual areas do not imply complete independence. The critical path should run through all major areas, since the entire project must be completed.


4. The description of work by activity.

5. Delivery of Owner-furnished material and equipment, if any.

6. Shop fabrication and delivery.

7. Critical Path (or Paths).

8. Testing of equipment and materials.

9. Seasonal weather conditions, utility coordination, no-work periods (if any), expected job learning curves, and other such circumstances to activities shall be considered and included in the planning and scheduling of all work. Seasonal weather conditions shall be based upon the preceding ten (10) years records published for the locality by the National Ocean and Atmospheric Administration (NOAA) and entitled "Local Climatological Data."

D. The level of detail of the CPM schedule shall be such that activity durations over fifteen (15) working days shall be kept to a minimum except for non-construction activities such as shop drawings and sample submittals, fabrication and delivery of materials and equipment, concrete curing and General Conditions activities.

E. If the Contractor's schedule shows the University or a separate contractor is to complete an activity by a specific date, or within a certain duration, the University or separate contractor under contract with the University shall not be bound to said date or duration unless the University's Project Manager specifically agrees in writing to the same.

F. It is to be expressly understood and agreed by the Contractor that the project schedule is a working document to be revised from time to time as progress proceeds; however, the Contractor is responsible for completing the Work within the time frame noted in the Contract. The Contractor agrees that updating the
schedule is a key component and will make every reasonable effort to provide current information to the University. Throughout the progress of the Work, the Contractor shall prepare and maintain a two week manual bar chart field schedule reflecting the schedule of work activities accomplished for the previous week and the work scheduled for the forthcoming two weeks. This manual field schedule shall be updated weekly and review and the regularly scheduled progress meetings.

G. If the Contractor fails to prepare and submit to the University's Office of Facilities Management a schedule before the existence of a delay, then no claim for extra costs due to delay in the work shall be recognized or asserted.

H. The time frame(s) for this project are as described in Section 00400 Scope of Work and work shall commence as set forth in Section VII 7.01.

I. Materials Purchased Under Allowances -- The Contractor with approval of the University will provide schedules for all materials to be purchased from specified allowances.

7.08 PROGRESS PHOTOGRAPHS: This clause is only applicable if the maintenance project exceeds $500K.

The Contractor shall submit photographs monthly to the University's Office of Facilities Management, taken on or about the first of each month showing the status of the work. Only one print of each negative is necessary but the negatives should be sufficient in number to properly record the work. The Contractor shall photograph all disputed items of the work.

7.09 SUSPENSION OF THE WORK:

A. The procurement officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for a period of time as he may determine to be appropriate for the convenience of the University.

B. If the performance of all or any part of the work is suspended, delayed, or interrupted for an unreasonable period of time by an act of the procurement officer in the administration of the Contract, or by his failure to act within the time specified in this Contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by an unreasonable suspension, delay, or interruption, and the Contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Contract.

C. No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the procurement officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of a suspension, delay, or interruption, but not later than the date of final payment under the Contract.

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

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

7.11 UNIVERSITY'S RIGHT TO TERMINATE FOR ITS CONVENIENCE:

A. The performance of work under this Contract may be terminated by the University in accordance with this clause in whole or in part from time to time, whenever the procurement officer shall determine that such termination is in the best interest of the University or the State. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

B. After receipt of a Notice of Termination and except as otherwise directed by the procurement officer, the Contractor shall:

1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination;

2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of the portion of the work under the Contract as is not terminated;

3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

4. Assign to the University in the manner, at the times, and to the extent directed by the procurement officer, all of the right, title, and interest of the Contractor under the orders and subcontractor so terminated, in which case the University shall have the right, in its direction, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

5. Settle all outstanding liabilities and all claims arising out of such terminations or orders and subcontracts, with the approval or ratification of the procurement officer to the extent he may require, which approval or ratification shall be final for all the purpose of this clause;

6. Transfer title and deliver to the University in the manner, at the times, and to the extent, if any directed by the procurement officer, (a) the fabricated or unfabricated parts, work in process, completed work, supplies, and (b) other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and other property which, if the Contract had been completed, would have been required to be furnished to the University.

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

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

(8) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and,

(9) Take any action that may be necessary, or as the procurement officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the State has or may acquire an interest.

C. After receipt of a Notice of Termination, the Contractor shall submit to the procurement officer his termination claim, in the form and with certification prescribed by the procurement officer. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the procurement officer, upon request of the Contractor made in writing within such one year period or authorized extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the procurement officer may determine on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

D. Subject to the provisions of paragraph C, the Contractor and the procurement officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. The Contract shall be amended accordingly and the Contractor shall be paid the agreed amount. Nothing in paragraph E. of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the procurement officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph.

E. In the event of the failure of the Contractor and the procurement officer to agree, as provided in paragraph D., upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, the procurement officer shall pay the Contractor the amounts determined by the procurement officer as follows, but without duplication of any amounts agreed upon in accordance with paragraph D:

(1) With respect to all Contract work performed prior to the effective date of the Notice of Termination, the total (without duplication of any items) of:

(a) The cost of the work;

(b) The cost of settling and paying claim arising out of the termination of work under subcontracts or orders as provided in paragraph B (5) above, exclusive of
the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor before the effective date of the Notice of Termination of work under this Contract, which amounts shall be included in the cost on account of which payment is made under (a) above; and

(c) A sum, as profit on (a) above, determined by the procurement officer to be fair and reasonable provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this subdivision (c) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss.

(2) The reasonable cost of the preservation and protection of property incurred pursuant to paragraph B (9) and any other reasonable cost incidental to termination of work under this Contract, including expense incidental to the determination of the amount due to the Contractor as the result of the termination of work under this Contract.

The total sum to be paid to the Contractor under (1) above shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated.

Except for normal spoilage and except to the extent that the University shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor under (1) above, the fair value, as determined by the procurement officer, of property which is destroyed, lost, stolen, or damaged so as to be undeliverable to the University, or to a buyer pursuant to paragraph B (7).

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

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

H. In arriving at the amount due the Contractor under this clause there shall be deducted (i) all unliquidated advances or other payments or account theretofore made to the Contractor, applicable to the terminated portion of the Contract, (ii) any claim which the University may have against the Contractor in connection with this Contract; and (iii) the agreed price for, or the proceeds of sale of any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the University.

I. If the termination hereunder be partial, the Contractor may file with the procurement officer a claim for or an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the Contractor for an equitable adjustment under this clause shall be asserted within ninety (90) days from the effective date of the termination notice, unless an extension is granted in writing by the procurement officer.
J. The University, may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor whenever in the opinion of the procurement officer the aggregate of such payments shall be within the amount to which the Contractor shall be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the Contractor to the University upon demand together with interest computed at the legal rate for the period from the date such excess payment is received by the Contractor to the date on which the excess is repaid to the University; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of the retention or disposition, or a later date as determined by the procurement officer by reason of circumstances.

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

7.12 TERMINATION FOR DEFAULT -- DAMAGES FOR DELAY -- TIME EXTENSIONS:

A. If the Contractor refuses or fails to prosecute the work or any separable part thereof, with such diligence as shall insure its completion within the time specified in this Contract or any extension thereof or fails to complete said work within this time, the University may, by written notice to the Contractor, terminate his right to proceed with the work or the part of the work as to which there has been delay. In this event, the University may take over the work and prosecute the same to completion, by Contract or otherwise, and may take possession of and utilize in completing the work, the materials, appliances, and plant as may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any damage to the University resulting from his refusal or failure to complete the work within the specified time.

B. If fixed and agreed liquidated damages are provided in the Contract and if the University so terminates the Contractor's right to proceed, the resulting damage shall consist of such liquidated damages until a reasonable time as may be required for final completion of the work together with any increased costs occasioned for the University in completing the work.

C. If fixed and agreed liquidated damages are provided in the Contract and if the University so terminates the Contractor's right to proceed, the resulting damage shall consist of these liquidated damages until the work is completed or accepted.

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

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

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

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

F. The rights and remedies of the University provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

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

7.13 PARTIAL ACCEPTANCE:

A. If during the construction of work the University desires to occupy any portion of the project, the University shall have the right to occupy and use those portions of the project which in the opinion of the procurement officer can be used for their intended purposes; provided that the conditions of occupancy and use are established and the responsibilities of the Contractor and the University for maintenance, heat, light, utilities, and insurance are mutually agreed to by the Contractor and the University.

B. Partial occupancy shall in no way relieve the Contractor of his responsibilities under the Contract.

7.14 FAILURE TO COMPLETE ON TIME/LIQUIDATED DAMAGES:

A. This Section #7.14 is in addition to provisions concerning liquidated damages set forth elsewhere in the Contract.

B. For each day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the Contract, the Contractor shall be liable for liquidated damages in the amount of $1,000.00 per day provided, however, that due account shall be taken of any adjustment of specified completion time(s) for completion of work as granted by approved change orders.

C. The University shall have the right to deduct, retain offset and recoup out of the monies due to or become due to the Contractor hereunder the amount of damages, and in case the amounts due the Contractor are less than the amount of such damages, the Contractor shall be liable to the University for the difference.

7.15 SUBSTANTIAL COMPLETION AND FINAL INSPECTION:
A. When the work is substantially completed, the Contractor shall notify the University and the Architect/Engineer that the work will be ready for the final inspection and test on a definite date. Sufficient notice shall be given to permit the Architect/Engineer and the University to schedule the final inspection.

B. On the basis of the inspection, if the Architect/Engineer and the University determine that the work is substantially complete and the project can be occupied or used for its intended purpose, the University shall establish the date of substantial completion and shall state the responsibilities of the University and the Contractor for maintenance, heat, utilities, and insurance, and shall fix the time for which the guarantee will begin.

C. The University shall fix the time within which the Contractor shall complete any remaining items of work which may be indicated on a list prepared by the Architect/Engineer and the University. If the Contractor fails to complete the remaining items so listed in the time stipulated the University shall have the undisputed right to complete the work and deduct any cost incurred from any monies retained under the Contract.

D. Final payment shall not be made until all Contract work is complete to the satisfaction of the University's Office of Facilities Management.

7.16 CLEANING-UP:

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

7.17 GUARANTEES:

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

A. That the work contains no faulty or imperfect material or equipment or any imperfect, careless, or unskilled workmanship.

B. That all mechanical and electrical equipment, machines, devices, etc., shall be adequate for the use to which they are intended, and shall operator, with ordinary care and attention, in a satisfactory and efficient manner.

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

D. That the entire work shall be water-tight and leak-proof in every particular.

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

Note: See the solicitation document and specifications for additional information on guarantees, warrants and preventative maintenance requirements.

7.18 NOTICE TO UNIVERSITY OF LABOR DISPUTES:
A. Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the procurement officer.

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

SECTION 8: PAYMENTS:

8.01 SCOPE OF PAYMENT: Intentionally omitted

8.02 FORCE ACCOUNT WORK: This Section 8.02 applies only to payments of the GMP received or to be received by the Contractor for payment to subcontractors and not to the CM fees.

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

(1) Labor -- For all labor and for foremen in direct charge of the specific operations, the Contractor shall receive the actual wages for each and every hour that said labor and foremen are actually engaged in such work. The Contractor shall receive the actual costs paid to, or in behalf of, workmen by reason of subsistence and travel allowances, health, welfare benefits, pension fund benefits, or other benefits, when such amounts are required by collective bargaining agreement or other employment Contract generally applicable to the classes of labor employed on the work.

(2) Materials -- For materials accepted by the Architect/Engineer and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth).

(3) Equipment -- For any machinery or special equipment rented (other than small tools, whether rented or owned), the Contractor shall receive the rates agreed upon in writing before such work is begun, or the Contractor shall receive those rates which may be specified elsewhere in the Contract. For purposes of definition, equipment with a new cost of $500 or less will be considered small tools.

(4) Materials and Supplies Not Incorporated in the Work -- For materials and supplies expended in the performance of the work (excluding those required for rented equipment) and approved by the Architect/Engineer, the Contractor shall receive the actual cost of such materials and supplies used.

(5) Bond, Insurance, and Tax -- For bond premiums, property damage, liability, and workmen's compensation insurance premiums, unemployment insurance contributions, and social security taxes on the force of account work, the Contractor and University shall determine an equitable percent to be applied.
(6) Subcontractors -- The Contractors shall receive the actual cost of work performed by a subcontractor. Subcontractor’s cost is to be determined as in A (1-5) above. An allowance will be made to the Contractor for subcontractor's overhead and profit in an amount to be determined in accordance with Section VII. 8.02 A (8).

(7) Superintendence -- No additional allowance shall be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

(8) Subcontractor's Overhead and Profit -- The allowance to the subcontractor for his overhead and profit will be at the following scale:

<table>
<thead>
<tr>
<th>Value of Work</th>
<th>Combined Overhead and Profit</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - $1,000</td>
<td>25%</td>
</tr>
<tr>
<td>$1,001 - $5,000</td>
<td>20%</td>
</tr>
<tr>
<td>$5,001 - $10,000</td>
<td>17%</td>
</tr>
<tr>
<td>$10,001 - $25,000</td>
<td>15%</td>
</tr>
<tr>
<td>over - $25,000</td>
<td>negotiated, but not more than 15%</td>
</tr>
</tbody>
</table>

B. Compensation -- The compensation as set forth above shall be received by the Subcontractor as payment in full for the work done on a force account basis. At the end of each day, the Subcontractor's representative and the Architect/Engineer shall compare records of the cost of work as ordered on a force account basis.

C. Statements -- No payment will be made for work performed on a force account basis until the Subcontractor furnishes the University duplicate itemized statements of the cost of such force account work detailed as to the following:

(1) Name, classification, date, daily hours, total hours, rate, and extension for laborers and foremen.

(2) Designation dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment rented (other than small equipment).

(3) Quantities and prices of materials.

(4) Changes for transportation of materials paid by the Contractor.

(5) Cost of property damage, liability, and workmen's compensation insurance premiums, unemployment insurance contributions, and social security tax.

(6) Statements for payments of items under paragraphs (3) and (4) shall be accompanied by original receipted invoices for materials used and transportation charges. If, however, the materials used in the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the original invoices the statements shall contain or be accompanied by an affidavit of the Subcontractor which shall certify that such materials were taken from his stock, that the quantity claimed was actually used and that the price and transportation of the materials as are claimed represent actual cost.

8.03 CASH ALLOWANCES:

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

8.04 CERTIFICATES OF PAYMENT:

A. If the Contractor has made application as above, the University shall, not later than the date when such payment falls due; issue to the Contractor a certificate for such amount as it decides to be properly due. In approving such partial payments, there shall be an amount retained pursuant to Section 00400 of the Request for Proposal document until completion and acceptance of all work covered by the Contract.

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

C. Amount of Retainage: Intentionally Omitted.

D. Parameters of retainage: Intentionally Omitted.

E. Escrow Account: Intentionally Omitted.

8.05 DEDUCTIONS FOR UNCORRECTED WORK:

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

8.06 PAYMENTS WITHHELD:

A. The University may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to such extent as may be necessary to protect the University from loss on account of:

(1) Defective work not remedied;

(2) Claims filed or reasonable evidence indicating probable filling of claims;

(3) Failure of the Contractor to make payments properly to subcontractor for material or labor;

(4) A reasonable doubt that the Contract can be completed for the balance then unpaid; or

(5) Damage to another contractor.

B. When the above grounds are removed, payment shall be made for amount withheld because of them.

8.07 CORRECTION OF WORK BEFORE FINAL PAYMENT:

A. The Contractor shall have promptly remove from the premises all materials condemned by the Architect/Engineer or the University as failing to conform to the Contract, whether incorporated in the work or not. The Contractor shall have promptly replace and re-execute his own work in accordance with the Contract and without expense to the University and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.
B. If the Contractor does not have such condemned work and materials removed within a reasonable time, fixed by written notice, the University may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days time thereafter, the University may, upon ten (10) days notice, sell such materials and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

8.08 ACCEPTANCE AND FINAL PAYMENT:

A. When the Contractor has completed the work and it has been finally accepted, the University shall promptly proceed to make any necessary final surveys and complete any necessary computation of quantities. This tabulation shall be accompanied by a statement setting forth (1) the additional work performed under change orders and/or supplemental agreements, (2) any authorized extension of time, (3) the number of days which have been charged against the Contractor as having been used to complete the Contract and (4) any deductions, charges, or liquidated damages which have been made or imposed. Payment for the full apparent value of the Contract thus determined shall become due and payable to the Contractor within 45 days after acceptance of the project by the University for maintenance, as hereinafter provided. As a condition precedent to final payment, the Contractor shall be required to execute a general release of all claims against the University's Office of Facilities Management and its employees arising out of or in any way connected with this Contract.

B. The Contractor shall then have a period of ten (10) calendar days dating from the date upon which he received the aforementioned tabulation from the University, in which (1) to decide whether or not he will accept final payment upon such a basis, and (2) to notify the University's Office of Facilities Management, in writing, of his decision. The Contractor may request an additional period up to ten (10) calendar days in which to notify the procurement officer of his decision. In the event the Contractor notifies the procurement officer that he protests final payment on such a basis, that notification shall outline the reason(s) for said protest.

C. Upon receipt of a notification of acceptance as provided for in paragraph B above, the University shall prepare for Final Payment forms and submit them to the Contractor. These forms shall show all data noted in paragraph A above, together with deductions for all prior payments. The Contractor shall execute these forms and return them to the University within ten (10) calendar days from the date they are received, whereupon the University will make payment. If such signed forms are not received by the University within the specified time, the University will prepare duplicate forms and submit them to the procurement officer for execution and payment. Such action by the procurement officer shall be deemed to constitute Acceptance and Final Payment.

D. If, under the provisions of paragraph B above, the Contractor notifies the procurement officer of his protest and non-acceptance of the data submitted to him, the University shall pay the Contractor a Semi-Final Estimate, or an Additional Semi-Final Estimate in the event a Semi-Final Estimate has already been paid based upon the data noted in paragraph A above, with deductions for all prior payments. The acceptance of such Semi-Final Estimate, or additional Semi-Final Estimate, shall be considered as a waiver on the part of the Contractor of his right to pursue his protest and press for Acceptance and Final Payment.

E. In the event the Contractor does not accept the date submitted to him as described in paragraph A above and /or has outstanding a claim filed with the University, the Architect/Engineer and the Contractor shall confer at mutually convenient times and endeavor to reconcile all points of disagreement expeditiously. If such reconciliation is accomplished, the University will
promptly process with Acceptance and Final Payment on the reconciled basis and in accordance with the provisions of paragraph C above.

F. All prior partial estimates and payments shall be subject to correction at the time of Acceptance and Final Payment and if the Contractor has been previously overpaid, the amount of such overpayment shall be set forth in the Final Payments forms and the Contractor hereby agrees that he will reimburse the University for such overpayment within six (6) months of receipt of such advice, and his surety will not be granted release from obligations under the terms of the Contract until reimbursement has been made in full.

8.09 INTEREST:

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

8.10 AUDITS BY THE UNIVERSITY:

A. The Contractor agrees that the University or any part of its duly authorized representatives shall, until expiration of three (3) years after final payment under this Contract or after any applicable statute of limitations, whichever is longer, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions to this Contract.

B. The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the University or any of its duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract or after any applicable statute of limitations, whichever is longer, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract.

C. The Contractor shall retain and maintain all records and documents relating to this Contract for the period specified in paragraph A and shall make them available for inspection and audit by authorized representatives of the State of Maryland, including the University or designee at all reasonable times.

8.11 MULTI-YEAR CONTRACTS:

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the University's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of this Contract hereunder will be to discharge both the Contractor and the University from future performance of this Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not authorized in the price of the contract. The University shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this contract for each succeeding fiscal period beyond the first.

8.12 PAYMENT OF STATE OBLIGATIONS:

Electronic funds transfer will be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller’s Office grants Contractor an exemption.
SECTION 9: EMPLOYEES, SUBCONTRACTORS, AND WORK CONDITIONS:

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

A. Qualification of Employees -- Only personnel thoroughly trained and skilled in the task assigned they may be employed on any portion of the work. Any employee found by the Contractor, the Architect/Engineer, or the University's Office of Facilities Management to be unskilled or untrained in his work shall be removed from the work.

B. Licensed Employees -- When Municipal, County, State, or Federal laws require that certain personnel (electricians, plumbers, etc.) be licensed, then all such personnel employed on the Work shall be so licensed.

C. Quantity of Labor -- The Contractor shall employ on the Work, at all times sufficient personnel to complete the work within the time stated in the Contract.

D. Work Areas -- The Contractor shall confine the operations of his employees to the limits as provided by law, ordinance, permits, or directions of the University's Office of Facilities Management. Generally, the work area will be the same as the "Limited of Contract" line indicated in the 100% project documents.

E. Methods and Quality:

(1) All workmanship shall be of good quality. Whenever the method of the work or manner of procedure is not specifically stated in the Contract documents, then it is intended that the best standard practice shall be followed. Recommendations of the manufacturers of approved materials shall be considered as a part of these specifications and all materials shall be applied, installed, connected, erected, used, cleaned, and conditioned as called for thereby. This, however, does not remove any requirement in these specifications to add to the manufacturer's recommendations.

(2) All materials shall be accurately assembled, set, etc., and when so required in good construction, shall be true to line, even, square, plumb, level, and regularly spaced, coursed, etc. Under no circumstances, either in new or cold work, shall any material be applied over another which has not been thoroughly cleaned, sanded, or otherwise treated so as not to impair the finish, adhesion, or efficiency of the next applied item.

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

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

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

(2) The Contractor shall schedule the work performed by each group or trade so that each installation or portion of the work shall member with and join with every other new or old work required for a complete installation, all according to accepted good construction practice.
G. Project Manager and Superintendent -- The Contractor shall keep the work at all times during its progress a competent Project Manager and Superintendent and any necessary assistants. The Project Manager and Field Superintendent are to be those named in the Contractor’s Technical Proposal to the University and as approved by the University's Offices of Procurement and Facilities Management. Persons who have previously proved unsatisfactory on work executed for the University or the State of Maryland or who are without proper qualifications will not be approved. Should it be necessary to change the superintendent, the procedure outlined in the solicitation documents under the Technical Proposal will be repeated. A single Superintendent will be permitted to superintend two or more jobs located at the same institution or close to each other only when approved by the University's Office of Facilities Management in writing. The Superintendent shall represent the Contractor. All directions given to the Superintendent shall be as binding as if given to the Contractor. Other directions shall be so confirmed on written request in each case. Should the Superintendent be complained of by the University's Office of Facilities Management for cause, he shall be removed from the work and a new Superintendent obtained and approved as described above at no additional cost to the University.

H. Discipline -- The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ or permit to remain on the work any unfit person. He shall enforce all instructions relative to use of water, heat, power, no smoking, and control and use of fires as required by law and by the University. Employees must not be allowed to loiter on the premises before or after working hours.

I. Employee Safety -- The Contractor shall designate a responsible member of his organization, on the work, whose duty it shall be, in addition to his other duties, to prevent accidents and to enforce the standards of Section VII. 9.07. The name and position of the person so designated shall be reported to the University's Office of Facilities Management with a copy to the Architect/Engineer, by the Contractor at the commencement of the work.

J. Supervisory Personnel: All supervisory personnel of the Contractor must be direct employees of the Contractor.

9.02 NON-DISCRIMINATION-EMPLOYMENT POLICIES:

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

That on all public works being paid for in whole or in part with State or other public funds, preference shall be given to available persons who have been residents of Maryland for a period of at least six (6) months immediately prior to availability of positions for employment of laborers, mechanics, and others not including supervisory personnel, not to exceed ten percent (10%) of the total working force.

B. The contents of Section 13-219 of the State Finance and Procurement Article, which provides as follows, is called to the attention of the Contractor and each subcontractor.

a. A contract subject to this article may not be awarded to any Contractor unless the Contract contains provisions obligating the Contractor not to discriminate in any manner against any employee or applicant for employment because of sex, race, creed, color, or national origin and obligating the Contractor to include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor and sub contractor shall agree to post in conspicuous places, available to employees and applicants for
employment, notices setting forth the provisions of the nondiscrimination clause.

b. Failure to include such a contract provision renders any contract void of initiation at the election of the election of the State, but any party shall be entitled to the reasonable value of services performed and materials supplied.

c. Where the Contractor willfully fails to comply with the non-discrimination provisions the State may, where the contract is still executory in part, compel continued performances of the contract, but it shall be liable only for the reasonable value of services performed and materials supplied from the date that the breach of contract was discovered or should have been discovered, and any sums previously paid by the State under the Contract, shall be set off against the sums to become due as the contract is performed.

d. If the subcontractor willfully fails to comply with the non-discrimination provisions the Contractor may avoid the contract note and shall be liable only for the reasonable value of the services performed and materials supplied.

e. Any person, whether an employee, prospective employee or not with information concerning violations of the requirements of this section may inform the Board of Public Works which shall cause an immediate investigation of the charges. If the Board concludes that the charges are true it shall invoke the remedies set out in this section.

C. The Governor's Executive Order pertaining to the Code of Fair Practices, dated July 9, 1976 bars discrimination by State Contractors on account of political or religious opinion or affiliation in addition to the discrimination listed above.

D. It is understood that the provisions of the Civil Rights Act of 1964 are hereby included in this Contract to the end that no person in the United States shall, on the ground of race, color, or natural origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under this Agreement.

E. The Contractor, subcontractor(s), or their agents, insofar as possible, shall secure labor through the Maryland State Employment Service of the Maryland Department of Human Resources. Where the Contractor has entered into a collective bargaining agreement under which labor is to be provided by a union, the Contractor is not required to conform to these provisions unless the Contractor and the union arrange with the Maryland State Employment Service for referral of such labor as they may mutually agree shall be referred. The Contractor shall be the sole judge of the competency or fitness for satisfactory service of any labor referred to him by the Maryland State Employment Service.

F. Each Contractor with the University will submit to the Board of Public Works, at the Board's request, information as to the composition of the Contractor's work force. This information will be furnished on a form to be prescribed by the Board of Public Works, if requested.

G. The Contractor and all subcontractors will develop and maintain an Affirmative Action Plan directed at increasing the utilization of women and members of minority groups on State Public Works projects. Approval of the plan by the Board of Public Works shall be a prerequisite to the award of any Contract for Public Works by the State or any agency of the State. The Affirmative Action Plan referred to in the preceding sentence shall contain written provisions and procedures for each of the following:

(1) Notification of established community organizations of employment opportunities, and the maintenance of records on responses by such organizations and their disposition.
(2) Maintenance of records, including names and address, of woman and members of minority groups applying or referred for employment. The records shall indicate what disposition was made of the application. If such an applicant was not sent to a union hiring hall for referral or if such an applicant was not employed by the Contractor, the records shall indicate the reasons therefore.

(3) Notification by the Contractor to the University if any union or unions with whom the Contractor has a collective bargaining agreement has not referred to the Contractor a woman or member of a minority group sent by the Contractor, or if the Contractor has other information that the union referral process is impeding efforts for the utilization of women and members of minority groups.

(4) Participation in training programs, including those funded by the United States Government.

(5) Procedures for disseminating notice of the Contractor's equal employment opportunity policy by publicizing it through company newspapers and annual reports, conducting staff, employee and union representatives' meetings, posting, and by specific review with employees who are women or members of minority groups.

(6) Procedures for disseminating notice of the Contractor's equal employment opportunity policy externally through review with all recruitment sources, advertising in news media, and discussion with subcontractors and suppliers.

(7) Recruitment efforts directed at minority organizations, schools with minority students, and minority recruitment and training organizations.

(8) Validation of all specifications, selection requirements, and tests relating to employment.

(9) Procedures for promoting after-school, summer, and vacation employment to minority youth.

(10) Programs for the development of on-the-job training opportunities and participation and assistance in any association or employer group training programs.

(11) Programs for evaluating women and minority personnel for promotion opportunities and encouragement of such employees to seek those opportunities.

(12) Review of seniority practices and job classifications to insure that they do not have an improper discriminatory effect.

(13) Monitoring of personnel activities to insure that the Contractor's equal employment opportunity policy is being carried out.

(14) Proposals for soliciting bids for subcontracts for available minority subcontractors engaged in the trades covered by the bid conditions.

H. The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract for standard commercial supplies or raw materials; and, (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

9.03 SUBCONTRACTS:
A. The Contractor shall, as soon as practicable and before the execution of the Contract, notify the Architect/Engineer and the University's Office of Facilities Management in writing of the names of subcontractors proposed for the principal parts of the work and for such others as the Architect/Engineer may direct and shall not employ any that the Architect/Engineer or the University's Office of Facilities Management may object to as incompetent, unfit, or irresponsible.

B. The Contractor agrees that he is as fully responsible to the University for the acts and omissions of his subcontractor and of persons directly employed by them as he is for the acts and omissions of persons directly employed by him.

C. Nothing contained in the Contract documents shall create any contractual relation between any subcontractor and the University and nothing in the contract documents is intended to make the subcontractor a beneficiary of the Contract between the University and the Contractor.

9.04 RELATION OF CONTRACTOR AND SUBCONTRACTOR:

A. The Contractor agrees to bind every subcontractor and will see that every subcontractor agrees to be bound by the terms of the Contract and Contract Documents and each of these as far as applicable to his work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the University's Office of Facilities Management.

B. The Contractor agrees to include the following provisions in all subcontracts and supply contract, applicable to the work:

(1) Subcontractor agrees to be bound to the Contractor by the terms of the Contract and the Contract Documents and each of these, and to assume toward the Contractor all obligations and responsibilities that the Contractor, by those documents, assumes toward the University.

(2) The subcontractor agrees to submit to the Contractor applications for payment from the GMP in such reasonable time as to enable the Contractor to apply for payment under Section 8 of the Standard Conditions.

(3) The subcontractor agrees to make all claims for extras, for extensions of time, and for damages for delays or otherwise, to the Contractor in the manner provided in the Standard Conditions for like claims by the Contractor upon the University except that the time for making claims for extra cost is five (5) days.

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

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

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

(2) To pay the subcontractor, upon the presentation of certificates, so that at all times his total payments shall be as large in proportion to the value of the work done by him as the total amount certified to the Contractor is to the value of the work done by him.
(3) To pay the subcontractor to such extent as may be provided by the Contract documents or the subcontract, if either of these provides for earlier or larger payments than the above.

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

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

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

(7) To give the subcontractor an opportunity to be present and to submit evidence in any matter involving his rights.

D. No claim for services rendered or materials furnished by the Contractor to the subcontractor shall be valid unless written notice thereof is given by the Contractor to the subcontractor during the first ten (10) days of the calendar month following that in which the claims originated.

E. The Contractor and the subcontractor agree that nothing in this section shall create any obligation on the part of the University to pay to or to see to the payment of any sums to any subcontractor.

9.05 MINORITY BUSINESS ENTERPRISE UTILIZATION: Intentionally Omitted; See Appendix F of RFP documents.

9.06 PREVAILING WAGE RATES: Intentionally Omitted

9.07 PROJECT SAFETY AND HEALTH STANDARDS:

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

END OF MAINTENANCE PROJECT GENERAL CONDITIONS SECTION

END OF APPENDIX D
SECTION 010000 – GENERAL REQUIREMENTS

01 10 00 SUMMARY

a. The Work of Project consists of on-call, as-needed roofing services to provide repair, maintenance, and inspections services as described in individual Task Orders.

b. The construction and services required by roofing services Task Orders include the following:
   i. Periodic roof inspection and maintenance.
      1. Inspect the entire roof area for damage that may have resulted from foreign objects or foot traffic (i.e., rooftop equipment maintenance).
      2. Remove debris that may have accumulated on roof surface to ensure it does not restrict drainage or cause roof membrane damage.
      3. Inspect and clean roof drains, overflow drains, grates and scupper drains to ensure a free flow of rainwater and snow melt.
      4. Notify UMBC if roof drains are clear of debris but water is not draining properly; UMBC will inspect and clear storm drain pipes.
      5. Inspect sheet metal flashings and counter flashings at gutters, collector boxes, and downspouts to verify they are firmly attached and sealed.
      6. Inspect and clean gutters and downspouts.
      7. Inspect roof system for defects and deficiencies in field of roof, at roof curbs, at roof penetrations, and at roof terminations.
      8. Make incidental repairs to out-of-warranty roof systems to restore integrity of roofing system.
      9. Verify that HVAC unit access doors and covers are installed and secured.
     10. Prepare a summary report with photos detailing the current roof condition and issues that could potentially lead to future roof problems.
     11. Notify UMBC of issues with roof systems that are still under warranty. Provide adequate information and photos suitable for documenting the issue and reporting to roof manufacturer or roof installer.

   ii. Emergency storm service (when requested due to impending severe weather):
      1. Walk-over visual roof inspection to help ensure that roof is prepared for severe weather such as heavy rains and high winds.
      2. Verify that drains are clear, that there are no obvious roof defects, and that rooftop equipment such as ventilators and Air Handling Units are intact with access panels secured in place

   iii. Response to reported roof leaks:
      1. Observe evidence of roof leak in building interior.
      2. Inspect roof and related building envelope to locate source of building leak or the potential likely source of building leak.
3. Perform remedial and preventative actions to repair, maintain, or correct existing defects in existing building roofs and related building envelope systems.

4. When approved by UMBC, make emergency repair to stop or limit building leak to extent practical, and make permanent repair as soon as practical on a separate site visit.

iv. Removal and disposal of existing roof system; and installation new roofing system, including vapor barriers, insulation, roof membrane, flashings, copings, roof drainage system, and related components as required for a complete system.
   1. Follow requirements of construction documents for roofing system replacement projects.

v. Incidental repair or corrective actions on related building envelope systems to include the following:
   1. Joint sealants in control and expansion joints, and between different construction materials.
   2. Repair and repointing of masonry construction.

c. Asbestos Containing Material (ACM): Existing roofing systems may contain incidental quantities of non-friable asbestos in flashings and mastics.
   i. If existing construction to be removed is suspected of being asbestos containing material (ACM), notify UMBC immediately. Material will be sampled and tested by UMBC.
   ii. If materials are confirmed to be intact, nonfriable ACM, Contractor shall follow applicable state and federal regulations for ACM and provide not less than the following:
      1. Competent person, as defined by OSHA regulations, who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure.
      2. Employees appropriately trained for specific tasks involving ACM removal and handling.
      3. Removal methods that do not render the ACM to be non-intact.
      4. Careful material handling to package and lower the ACM from the roof.
      5. Removal of loose ACM from the roof prior to the end of work shift.
      6. ACM ground storage in the smallest area possible and segregated from other waste.
      7. Disposal in a licensed landfill with copy of Hazardous Waste Manifest sent to UMBC.

d. General Procedures for on-call Repairs and Maintenance:
   i. Perform work in accordance with requirements of the following:
      1. Roofing system manufacturer.
      2. NRCA Roof Repair Manual for Low-Slope Membrane Roof Systems (where applicable).
   ii. Preparation:
      1. Inspect the project site with UMBC representative.
      2. Verify dimensions, locations and work descriptions at project site prior to commencement of repair activity.
      3. Inspect existing roof surface prior to repairs to determine suitability for roof work, including but not limited to examining for holes, uneven areas, debris, bond breaking substances, moisture, unsound material, or other conditions unsuitable for proper repairs.
      4. Beginning installation of roofing materials denotes acceptance of the substrate.
      5. Notify UMBC of any unusual conditions in affected roof area.
      6. Prior to the start of work, perform an initial survey to document any existing damage. Damaged items identified on this list will not be the responsibility of Contractor unless further damage is caused by Contractor during execution of work.
iii. Repair Requirements:
   1. Unless otherwise directed by UMBC, proceed with roofing work only when existing and forecasted weather conditions will permit work to be performed in accordance with manufacturers’ recommendations and warranty requirements.
   2. Review materials and extent of work with University representative before commencing work.
   3. Repair work shall be similar quality of a new installation and shall be reviewed by the UMBC representative prior to final approval.
   4. Remove wet insulation for both patched and newly repaired products.
   5. Repair roof systems in complete accordance with National Roofing Contractors Association (NRCA) and Sheet Metal and Air Conditioning Contractors National Association (SMACNA) recommendations and the materials manufacturer's specifications.
   6. Perform minor masonry work (such as removing and replacing damaged brick or block at locations identified in the field). Repointing shall require matching of color, texture and tooling of the existing mortar. Use Type N mortar complying with ASTM C270. Follow Technical Note 46 Maintenance of Brick Masonry, by Brick Industry of America.

e. Access to Site:
   i. Access to area of Work will be as directed by UMBC to minimize interference with University activities.
   ii. Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner.
   iii. Contractor shall have limited use of work area for operations indicated.
   iv. Do not disturb portions of Project site beyond areas in which the Work is indicated.
   v. Maintain access to existing walkways and other adjacent occupied facilities. Do not close or obstruct walkways or other occupied facilities without written permission from Owner.

f. Full Owner Occupancy of Campus:
   i. UMBC campus is in continuous operation with varying levels of activities. Owner will occupy and utilize the building involved and adjacent buildings during entire period of work.
   ii. Cooperate with Owner during operations to minimize conflicts and facilitate Owner usage.
   iii. Perform Work so as not to interfere with Owner’s day-to-day operations. Maintain existing building exits unless otherwise indicated.

g. On-Site Work Hours: Work shall be generally performed during regular work hours, except as otherwise indicated or as allowed on a project-by-project basis.
   i. Regular work hours: Between 7 a.m. and 7 p.m.
   ii. Regular work days: Monday through Friday, except on University holidays and University non-work days.
   iii. Non-work days will be established by Owner on a project-by-project basis.
      1. Non-work days may include high activity days that involve an exceptional amount of campus traffic.
   iv. Work outside regular work hours or days (off-hours): Provide written request to Owner not less than 7-days prior to proposed work outside regular work hours or days.

h. Disruptive Work Activities: Work that disrupts the routine business of the campus, such as high noise level activities, shall be coordinated and scheduled with Owner.
   i. Provide written request to Owner not less than 2-days prior to proposed disruptive operations.
i. Contractor Parking: When practical for the University, Contractor and each primary subcontractor will be issued one Service Area parking permit. Issuance of a parking permit does not guarantee that a Service Area parking space is available in the vicinity of the project site.

j. Driving Areas: Vehicles shall be driven only on the paved roads and parking areas intended for that purpose. Driving is not permitted on sidewalks, walkways, lawns, vegetated areas, or similar spaces, unless specifically authorized in writing.

k. Smoking Policy: As of July 1, 2013, the UMBC campus is a smoke free campus. Refer to the following web link for additional information about Smoke-Free UMBC:
   i. [http://smokefree.umbc.edu/](http://smokefree.umbc.edu/)

l. Conduct and Discipline: Contractors are expected to perform their work efficiently and effectively and to be mindful of the proper conduct expected by the University. Contractors shall enforce the following among their direct and indirect employees on University property or at University workplaces:
   i. Be courteous and refrain from conduct or actions that are offensive.
   ii. Do not, under any circumstances, fraternize with University students or employees.

013100 PROJECT MANAGEMENT AND COORDINATION

A. Coordination:
   iii. Coordinate construction operations to ensure efficient and orderly installation of each part of the Work.
   iv. Coordinate construction operations that depend on each other for proper installation, connection, and operation.

m. Request for Information (RFI): Immediately on discovery of the need for additional information or interpretation of the Task order requirements, prepare and submit an RFI in a form acceptable to the University:

n. Progress Meetings: When indicated in Task Order, conduct progress meetings at weekly intervals.
   i. Schedule meeting time and date with Owner.
   ii. Include Contractor representatives concerned with current progress or involved in planning, coordination, or performance of future activities.
   iii. Agenda:
      1. Review and correct or approve minutes of previous progress meeting.
      2. Include topics for discussion as appropriate to status of Project.
      3. Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      4. Review present and future project needs including submittals, status of material deliveries, outages, RFIs, testing, inspections, and other items of significance that could affect progress and completion.
   iv. Minutes: Record and distribute the meeting minutes to each party present and to parties requiring information within three business days of meeting.

014000 QUALITY REQUIREMENTS

A. Establish and maintain a quality-control program for both on-site and off-site work.

B. When indicated in task order, provide three phases of control as follows for each Definable Feature of Work:
1. Preparatory Phase.
2. Initial Phase.
3. Follow-up Phase.

C. Document the quality-control program actions in Contractor’s daily report and in QC checklist.
   1. When requested, notify Owner in advance of defined quality-control program activities.

D. Preparatory Phase of Control: Conduct preparatory phase activity with individuals or trade contractor responsible for the definable feature of work (DFOW). Perform the following prior to beginning work on each DFOW:
   1. Review applicable specification sections.
   2. Review applicable drawings.
   3. Verify that appropriate submittals have been reviewed and approved.
   4. Examine work area to ensure that required preliminary work has been completed.
   5. Confirm required materials are on hand and conform to approved submittal data.
   6. Discuss specific controls, construction methods, and approach that will be used to provide quality construction by planning ahead and identifying potential problems for each DFOW.

E. Initial Phase of Control: Prior to starting work on a DFOW, conduct Initial Phase activity with the responsible individuals or trade contractor. Observe the initial segment of the work to ensure that it complies with contract requirements. Perform the following for each Definable Feature of Work:
   1. Establish quality of workmanship required.
   2. Resolve conflicts or questions.
   3. Ensure that testing is performed, if required.
   4. Check work procedures to ensure that applicable safety requirements are met.

F. Follow-Up Phase of Control: Perform the following for on-going work on a daily basis until completion of each DFOW:
   1. Ensure work is in compliance with contract requirements.
   2. Maintain quality of workmanship required.
   3. Ensure that testing is performed, if required.
   4. Ensure that rework items are being corrected.

G. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

H. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
   1. Build mockups in location and of size indicated.
   2. Employ workers that will be employed during the construction at Project.
   3. Demonstrate the proposed range of aesthetic effects and workmanship.
   4. Obtain Owner’s of mockups before starting work, fabrication, or construction.

I. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
REFERENCES

A. Definitions:
   v. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
   vi. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
   vii. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
   viii. "Provide": Furnish and install, complete and ready for the intended use.

o. Applicability of Industry Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

p. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, unless otherwise defined at the point of their use in these Specifications, shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States.

01 50 00 TEMPORARY FACILITIES AND CONTROLS

A. Action Submittals:
   1. Site Utilization Plan: Show temporary facilities, utility hookups, and staging areas.
      a. Show temporary dumpster location, tree protection, and protection of landscape areas to prevent compaction.
      b. Describe restoration of landscape areas after completion of work.

B. Quality Assurance:
   1. Electric Service: Comply with applicable electrical code and UL standards for temporary electric service.

C. Sanitary Facilities: When indicated in Task order, provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

D. Telephone Service: Provide cellular telephone to on-site individual in responsible charge of work.
   1. Maintain a contact list of important telephone numbers:
      a. UMBC Police.
      b. UMBC Project Manager.
      c. Contractor's emergency after-hours telephone number.
      d. Other numbers as directed by Owner.

01 60 00 PRODUCT REQUIREMENTS

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written

q. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and are new at time of installation.
i. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.

01 73 00        EXECUTION

A. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance.

1. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to University.

01 77 00        CLOSEOUT PROCEDURES

A. Final Cleaning:

1. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.

B. Completion Procedures:

1. Document any work that is incomplete.
2. Complete final cleaning requirements.
3. Request inspection of work.

END OF SECTION
I. PURPOSE

Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the minority business enterprise (MBE) goal stated in the Invitation for Bids or Request for Proposals. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

II. MBE Goals and Sub Goals

☐ An MBE subcontract participation goal of 5 percent of the cumulative total of the contract dollar amount awarded to each on call roofing contractor has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this percentage of the total dollar amount of the contract awarded to each on call roofing contractor will be performed by State of Maryland certified minority business enterprises.

OR

☐ An overall MBE subcontract participation goal of _5__ percent of the total contract dollar amount has been established for this procurement. This percentage of the total dollar amount includes:

☐ A sub goal of _0__ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as ______________-owned businesses.

☐ A sub goal of _0__ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as ______________-owned businesses.

☐ A sub goal of _0__ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as ______________-owned businesses.
By submitting a response to this solicitation, the bidder or offeror agrees that these percentages of the total dollar amounts of the contract will be performed by certified minority business enterprises as specified.

♦ A prime contractor — **including an MBE prime contractor** — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.

♦ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

**III. TECHNICAL PROPOSAL REQUIREMENTS**

♦ A bidder or offeror **must** include with its TECHNICAL PROPOSAL a completed *Certified MBE Utilization and Fair Solicitation Affidavit (Attachment A)* whereby the bidder or offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.

*If a bidder or offeror fails to submit Attachment A with the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award. THIS IS NON-CURABLE.*

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**NOTE:** During the procurement for the On Call Roofing master contracts, the following sections III and IV apply to those Proposers for the Roof Replacement category. Thereafter, these paragraphs apply to all projects that are done under both categories of on call roofing.

**III. PRICE PROPOSAL REQUIREMENTS**

All shortlisted Proposers/Offerors who are requested to submit a Price Proposal for the UMBC Commons Roof Replacement Project, **MUST** submit with its Price Proposal, a completed MBE Participation Schedule (Attachment B) whereby the Proposer/Offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission of the Price Proposal. The bidder or offeror shall specify the percentage of the contract value or dollar amount and the items of work associated with each MBE subcontractor identified on the MBE Participation Schedule.

*If a shortlisted bidder or offeror for Roof Replacement fails to submit Attachment B applicable to the UMBC Commons Roof Replacement Project with its Price Proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award. THIS IS NON-CURABLE.*
IV. NOTICE OF CONTRACT AWARD: Within 10 working days from notification that it is the apparent awardee for the Commons Roof Replacement Project or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.

(1) Outreach Efforts Compliance Statement (Attachment C)

(2) Subcontractor Project Participation Statement (Attachment D)

(3) If the apparent awardee believes a waiver (in whole or in part) of the overall MBE goal or of any sub goal is necessary, it must submit a fully documented waiver request that complies with COMAR 21.11.03.11.

(4) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

*If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.*

The following section V. applies to all projects where there is MBE participation:

V. CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

1. Submit monthly to the Department a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.

2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.

3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.

4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State’s representatives verifying compliance with
the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.

5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

ATTACHMENTS*

A. Certified MBE Utilization and Fair Solicitation Affidavit (must be submitted with all Technical Proposals for both On Call Roofing categories)

B. MBE Participation Schedule (must be submitted with the Price Proposal only by those Contractors who are proposing on the UMBC Commons Roof Replacement Project)

C. Outreach Efforts Compliance Statement (must be submitted within 10 working days of notification of apparent award or actual award of the UMBC Commons Roof Replacement Project, whichever is earlier)

D. Subcontractor Project Participation Statement (must be submitted within 10 working days of notification of apparent award or actual award of the UMBC Commons Roof Replacement, whichever is earlier)

*Once the master contracts for On Call Roof Replacement are awarded, these forms will be required as may be applicable to each project done under both categories of on call roofing master contracts.
Attachment A

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION

AFFIDAVIT FORM 1-1A

This document **MUST BE** included with the Technical Proposal. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award. **THIS IS NON-CURABLE.**

In conjunction with the bid or offer submitted in response to Solicitation No. ________, I affirm the following:

1. □ I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of **5 percent** for the cumulative total of all projects awarded to Offeror and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):

   _0___ percent African American    _0___ percent Asian American

   _0___ percent Hispanic American   _0___ percent Woman-Owned

Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.

**OR**

□ I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.
2.2.1  If I am shortlisted for the Roof Replacement category under this solicitation and requested by UMBC to submit a Price Proposal, I acknowledge that I will identify the specific commitment of Maryland State certified MBE’s by completing and submitting an Attachment B – MBE Participation Schedule with our firm’s Price Proposal.

2.2 If I am shortlisted for the Roof Maintenance/Repair category under this solicitation and requested by UMBC or Towson University to submit a Price Proposal for that category, I acknowledge that I will identify the specific commitment of Maryland State certified MBE’s by completing and submitting an Attachment B-MBE Participation Schedule with our firm’s Project Proposal as may be applicable.

2.3 If I am shortlisted for the Slate Roof Repair/Replacement category under this solicitation and requested by Towson University to submit a Price Proposal for any subsequent projects done under that category, I acknowledge that I will identify the specific commitment of Maryland State certified MBE’s by completing and submitting an Attachment B-MBE Participation Schedule with our firm’s Project Proposal for any projects done under this category as may be applicable.

3. I understand that if I am notified that I am the apparent awardee for the Commons Roof Replacement Project, I must submit the following additional documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.

(a) Outreach Efforts Compliance Statement (Attachment C)

(b) Subcontractor Project Participation Certification (Attachment D)

(c) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

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

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

5. I understand that my failure to comply with the requirements of the State of Maryland MBE Program may result in my being assessed liquidated damages as stated in the Contract issued with this solicitation.
6. I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name  
Signature of Affiant

Address  
Printed Name, Title

Date

SUBMIT THIS AFFIDAVIT WITH INITIAL TECHNICAL PROPOSAL
NOTE: MBE FORMS B, C, AND D ARE TO BE SUBMITTED ONLY IF THE FIRM PROGRESSES IN THE PROCUREMENT PROCESS AS IS APPLICABLE.
If Proposer is shortlisted and requested to submit a Price Proposal:

Attachment B

MBE Participation Schedule

(for submission by shortlisted firms with Price Proposal)

This document **must** be included with the Price Proposal offer. If the Proposer/Offeror fails to submit this form with the Price Proposal as required, the Procurement Officer **shall** deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award. **THIS IS NON-CURABLE.**

<table>
<thead>
<tr>
<th>Prime Contractor (Firm Name, Address, Phone)</th>
<th>Project Description</th>
</tr>
</thead>
<tbody>
<tr>
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<table>
<thead>
<tr>
<th>Project Number:</th>
<th>Total Contract Amount</th>
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<thead>
<tr>
<th>Minority Firm Name</th>
<th>MBE Certification Number</th>
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<thead>
<tr>
<th>Applicable Certification Category (For Dually Certified Firms, Check Only One Certification Category)</th>
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<tbody>
<tr>
<td>☐ African American ☐ Asian American ☐ Hispanic American ☐ Woman-Owned ☐ Other</td>
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<thead>
<tr>
<th>Description of Work To Be Performed</th>
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<table>
<thead>
<tr>
<th>Dollar Amount or Percentage of Total Contract</th>
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<tbody>
<tr>
<td><em><strong><strong>% or $</strong></strong></em>___________________________</td>
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<th>MBE Certification Number</th>
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<tbody>
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<td>☐ African American ☐ Asian American ☐ Hispanic American ☐ Woman-Owned ☐ Other</td>
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RFP#BC-20995-K

Page 153 of 166
<table>
<thead>
<tr>
<th>Description of Work To Be Performed</th>
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<tbody>
<tr>
<td><strong>Dollar Amount or Percentage of Total Contract</strong></td>
</tr>
<tr>
<td><strong><strong><strong><strong>% or $</strong></strong></strong></strong>_____________</td>
</tr>
</tbody>
</table>

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<th>MBE Certification Number</th>
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<tr>
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<tbody>
<tr>
<td>□ African American   □ Asian American  □ Hispanic American □ Woman-Owned □ Other</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description of Work To Be Performed</th>
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</thead>
<tbody>
<tr>
<td><strong>Dollar Amount or Percentage of Total Contract</strong></td>
</tr>
<tr>
<td>______<strong><strong><strong><strong><strong><strong><strong>% or $</strong></strong></strong></strong></strong></strong></strong></td>
</tr>
</tbody>
</table>

**SUMMARIZE TOTAL MBE PARTICIPATION ON NEXT PAGE**
List Information For Each Certified MBE Subcontractor On This Project

<table>
<thead>
<tr>
<th>Minority Firm Name</th>
<th>MBE Certification Number</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Applicable Certification Category *(For Dually Certified Firms, Check Only One Certification Category)*

- African American
- Asian American
- Hispanic American
- Woman-Owned
- Other

Description of Work To Be Performed

Dollar Amount or Percentage of Total Contract

_____ % or $_____________________

<table>
<thead>
<tr>
<th>Minority Firm Name</th>
<th>MBE Certification Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

Applicable Certification Category *(For Dually Certified Firms, Check Only One Certification Category)*

- African American
- Asian American
- Hispanic American
- Woman-Owned
- Other

Description of Work To Be Performed

Dollar Amount or Percentage of Total Contract

_____ % or $_____________________

<table>
<thead>
<tr>
<th>Minority Firm Name</th>
<th>MBE Certification Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Category**

- African American
- Asian American
- Hispanic American
- Woman-Owned
- Other

**Description of Work To Be Performed**

**Dollar Amount or Percentage of Total Contract**

\[ \text{% or $ } \]

**Minority Firm Name**

**MBE Certification Number**

**Applicable Certification Category** *(For Dually Certified Firms, Check Only One Certification Category)*

- African American
- Asian American
- Hispanic American
- Woman-Owned
- Other

**Description of Work To Be Performed**

**Dollar Amount or Percentage of Total Contract**

\[ \text{% or $ } \]

**SUMMARIZE TOTAL MBE PARTICIPATION ON NEXT PAGE**
SUMMARY

Total **African American** MBE Participation: ______%  
Total **Asian American** MBE Participation: ______%  
Total **Hispanic American** MBE Participation: ______%  
Total **Woman-Owned** MBE Participation: ______%  
Total **Other** Participation ______%  

**Total All MBE Participation:** ______ %

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

_____________________________  ______________________________
Bidder/Offeror Name  Signature of Affiant

*(PLEASE PRINT OR TYPE)*

Name: ________________________________

Title: ________________________________

Date: ________________________________
IF PROPOSER IS NOTIFIED AS THE APPARENT Awardee:

Attachment C

OUTREACH EFFORTS COMPLIANCE

Statement

Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the bid or offer submitted in response to Solicitation No.___________
__________, I state the following:

1. Bidder/Offeror identified opportunities to subcontract in these specific work categories:

2. Attached to this form are copies of written solicitations (with Bidding Instructions) used to solicit certified MBEs for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to contact personally the solicited MBEs.

4. Select ONE of the following:
   - This project does not involve bonding requirements.
     OR
   - Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.
     (DESCRIBE EFFORTS)

5. Select ONE of the following:
   - Bidder/Offeror did/did not attend the pre-bid conference.
     OR
☐ No pre-bid conference was held.

______________________________  By: ______________________________
Bidder/Offeror Printed Name              Signature

______________________________
Address:____________________

______________________________
Title

______________________________
Date:________________________
IF PROPOSER IS NOTIFIED AS THE APPARENT Awardee:

Attachment D

SUBCONTRACTOR PROJECT PARTICIPATION

Statement

Please complete and submit one form for each MDOT certified MBE listed on Attachment B within 10 working days of notification of apparent award.

<table>
<thead>
<tr>
<th>Prime Contractor Address and Phone</th>
<th>Project Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Total Contract Amount $</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Minority Firm Name</th>
<th>MBE Certification Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Description of MBE’s Work to Be Performed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Percentage of Total Contract</th>
</tr>
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</tbody>
</table>

Provided that _____________________________ *(Prime Contractor Name)* is awarded the State contract in conjunction with Solicitation described above______, it and _________________________ *(Subcontractor Name)* intend to enter into a contract by which Subcontractor shall provide the services described above.

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have 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 business enterprise in its bid or proposal;
(2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of 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.

Both parties signing below understand that failure to comply with the requirements of the State of Maryland MBE Program may result in both parties being assessed liquidated damages as stated in the Contract issued with the solicitation. Both parties affirm that this is a contractual requirement for both the Prime Contractor and the MBE Subcontractor.

__________________________________________________________  ______________________________________________________
Prime Contractor Signature                                           Subcontractor Signature

By: ________________________________  By: ________________________________
Name, Title                                                             Name, Title
Date: ________________________________    Date: ________________________________
FORMS E AND F THAT FOLLOW ARE TO BE USED
TO REPORT PAYMENTS/NON-PAYMENTS
### MBE ATTACHMENT E (Sample)

**Minority Business Enterprise Participation**

**Prime Contractor Unpaid MBE Invoice Report**

<table>
<thead>
<tr>
<th>Report #: __________</th>
<th>Contracting Unit: __________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reporting Period (Month/Year): __________</td>
<td>Contract Amount: ____________________________</td>
</tr>
<tr>
<td>Report is due by the 15\textsuperscript{th} of the following month.</td>
<td>MBE Subcontract Amt: __________________________</td>
</tr>
<tr>
<td></td>
<td>Project Begin Date: __________________________</td>
</tr>
<tr>
<td></td>
<td>Project End Date: ___________________________</td>
</tr>
<tr>
<td></td>
<td>Services Provided: ____________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Prime Contractor:</th>
<th>Contact Person:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>State:</td>
</tr>
<tr>
<td>Phone:</td>
<td>FAX:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subcontractor Name:</th>
<th>Contact Person:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone:</td>
<td>FAX:</td>
</tr>
</tbody>
</table>

Subcontractor Services Provided:
List all unpaid invoices over 30 days old received from the MBE subcontractor named above:

1. 

2. 

3. 

Total Dollars Unpaid: $____________________________

**If more than one MBE subcontractor is used for this contract, please use separate forms.

Return one copy (hard or electronic) of this form to the following address (electronic copy is preferred):

<table>
<thead>
<tr>
<th>Contact person:</th>
<th>________________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept:</td>
<td>________________________________</td>
</tr>
<tr>
<td>Address:</td>
<td>________________________________</td>
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<td>________________________________</td>
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<tr>
<td>E-mail:</td>
<td>________________________________</td>
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</table>

Signature: ________________________________ Date: ________________________________
# MBE ATTACHMENT F (Sample)

## Minority Business Enterprise Participation

### Subcontractor Paid/Unpaid MBE Invoice Report

<table>
<thead>
<tr>
<th>Report#</th>
<th>Contracting Unit</th>
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</table>

<table>
<thead>
<tr>
<th>Reporting Period (Month/Year)</th>
<th>Contract/PO Amount</th>
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</thead>
<tbody>
<tr>
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</table>

**Report is due by the 15th of the following month.**

<table>
<thead>
<tr>
<th>Contracting Unit</th>
<th>Contract/PO Amount</th>
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</thead>
<tbody>
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<table>
<thead>
<tr>
<th>MBE Subcontractor Name</th>
<th>MDOT Certification #</th>
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<table>
<thead>
<tr>
<th>Contact Person</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>ZIP</th>
</tr>
</thead>
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<tr>
<th>Phone</th>
<th>FAX</th>
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**Subcontractor Services Provided:**

<table>
<thead>
<tr>
<th>Subcontractor Services Provided</th>
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<tbody>
<tr>
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</tbody>
</table>
List all payments received from Prime Contractor during reporting period indicated above.

1. 

2. 

3. 

Total Dollars Paid: $_________________________

List dates and amounts of any unpaid invoices over 30 days old.

1. 

2. 

3. 

Total Dollars Unpaid: $_________________________

Prime Contractor: Contact Person:

Return one copy (hard or electronic) of this form to the following address (electronic copy is preferred):

Contact Person: ____________________________________________
Dept.: ______________________________________________________
Address: ____________________________________________________
____________________________________________________________
____________________________________________________________
____________________________________________________________
E-mail: ______________________________________________________

Signature: _________________________________ Date ________________

END OF APPENDIX F

END OF RFP